

MEMORANDUM OF UNDERSTANDING

Between

THE DESIGNATED REPRESENTATIVES OF THE CITY OF REDDING

and

THE DESIGNATED REPRESENTATIVES OF LOCAL UNION 1934

of

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS

AFL-CIO

EFFECTIVE:	July 1, 1974 (Insofar as legally possible)
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TABLE OF CONTENTS

ARTICLE 1: PREAMBLE	3
ARTICLE 2: RECOGNITION	4
ARTICLE 3: UNION SECURITY	5
ARTICLE 4: GRIEVANCE PROCEDURE.....	5
ARTICLE 5: SAFETY	8
ARTICLE 6: DISABILITY AND UNEMPLOYMENT.....	8
ARTICLE 7: EMPLOYEE STATUS	8
ARTICLE 8: WAGES AND CLASSIFICATIONS	9
ARTICLE 9: HOURS AND OVERTIME.....	12
ARTICLE 10: SENIORITY	14
ARTICLE 11: PROMOTION AND TRANSFER.....	15
ARTICLE 12: DEMOTION AND LAYOFF	16
ARTICLE 13: LEAVE OF ABSENCE	17
ARTICLE 14: EXPENSES.....	17
ARTICLE 15: SICK LEAVE	18
ARTICLE 16: FUNERAL LEAVE.....	19
ARTICLE 17: HOLIDAYS	20
ARTICLE 18: VACATIONS	21
ARTICLE 19: UNIFORMS.....	22
ARTICLE 20: MISCELLANEOUS	23
ARTICLE 21: EMPLOYEE GROUP HEALTH AND WELFARE BENEFIT PROGRAMS...27	
ARTICLE 22: ENTIRE AGREEMENT.....	31
ARTICLE 23: TERM	31

EXHIBITS

EXHIBIT “A” - SCHEDULES OF WAGE RATES

EXHIBIT “B” - CITY OF REDDING CLASS SPECIFICATIONS

EXHIBIT “C” - PERFORMANCE EVALUATION RATING SYSTEM

EXHIBIT “D” - EMPLOYEE MOU GRIEVANCE FORM

EXHIBIT “E” - EMPLOYEE DISCIPLINARY (SKELLY) APPEAL FORM

EXHIBIT “F” – FIREFIGHTER’S PROCEDURAL BILL OF RIGHTS ACT

EXHIBIT “G” – ANNUAL PHYSICAL CERTIFICATION FORM

NOTE: Amendments are shown by underlining the new language and striking out the deleted language.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 26th day of June, 1974, by and between the designated representatives of the CITY OF REDDING (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the designated representatives of LOCAL UNION 1934 of INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, affiliated with the American Federation of Labor - Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Union,

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1: PREAMBLE

1.1 The parties acknowledge the provisions of Chapter 10 (Sections 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 It is the policy of the City and Union not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, race, color, sex, sexual orientation, citizenship status, marital status, ethnicity, age (for people 40 and older), religion, gender identity, gender expression, genetic information, national origin and ancestry, political affiliation, creed, military or veteran status, physical disability, mental disability, medical condition or any other characteristic protected by state or federal law.

1.3 The City is engaged in rendering services to the public, and the City and Union recognize their mutual obligation for the continuous rendition and availability of such services. For purposes of the foregoing, the City will provide emergency alerting technology, applications (Apps) for cell phones, to all employees for the purposes of emergency notifications and request for staffing by off-duty personnel.

1.4 The duties performed by employees of City as part of their employment pertain to and are essential to the operation of a municipality and the welfare of the public dependent thereon. Overtime work is an established condition of employment. During the term of this Memorandum of Understanding employees shall not partially or totally abstain from the performance of their duties for City. Union shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities and City shall not cause any lockout. Those employees who do individually or collectively partially or totally abstain from the performance of their duties for City or unreasonably or arbitrarily refuse or fail to respond to overtime work requirements shall be subject to disciplinary action up to and including discharge from employment.

1.5 City employees shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of City and its service to the public, and shall cooperate in promoting and advancing the welfare of City and in preserving the continuity of its service to the public at all times.

1.6 City and Union shall cooperate in promoting harmony and efficiency among City employees.

1.7 Notwithstanding anything to the contrary, the Union recognizes and accepts the right of City of Redding management to manage the City. This recognition includes acceptance of the fact that the management rights listed below are not subject to the grievance procedure except, however, grievances may be filed upon interpretations of the provisions of this Memorandum of Understanding other than those set forth in this paragraph. It is agreed by the parties to this Memorandum that management rights include, by way of illustration and not by way of limitation, the following: (a) The full and exclusive control of the management of the City. (b) The supervision of all operations, methods, processes and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces. (c) The right to determine the work to be done by employees. (d) The right to change or introduce new or improved operations, methods, means or facilities. (e) The right to hire, schedule, promote, demote, transfer, release and lay off employees, and the right to suspend, discipline and discharge employees and otherwise to maintain an orderly, effective and efficient operation, provided, however, that all of the foregoing shall be subject to the express and explicit terms and provisions of this Memorandum of Understanding.

1.8 The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The parties agree that they will follow those procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Milias-Brown Act.

1.9 The City agrees to meet and confer with the Union concerning the effect of any consolidation of Fire Services with any other jurisdiction prior to the City Council taking action on any recommended consolidation.

1.10 The City agrees to meet and confer with the Union over proposals to contract out Union work.

ARTICLE 2: RECOGNITION

2.1 The City recognizes the Union as the “Exclusive Representative” of all employees of the City Fire Department who hold a classification listed on Exhibit “A” of this Memorandum of Understanding. The provisions of the Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City of Redding for whom Local Union 1934 of International Association of Fire Fighters, AFL-CIO, is the established majority representative.

2.2 Official representatives of Union will be permitted access to City property to confer with City employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress without agreement of Management. Union meetings, on City time, will require prior approval of the Fire Chief whose decision will be based upon the operational needs of the Fire Department.

2.3 The City will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business.

2.4 The City and the Union will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of their membership or non-membership in Union or their activity on behalf of the Union.

2.5 Any employee, at their request, shall be permitted representation by a Union representative. The foregoing shall apply to hearings, reprimands and disciplinary actions, providing there is no unreasonable delay in obtaining representation.

ARTICLE 3: UNION SECURITY

3.1 The City shall deduct from their wages the regular membership dues of employees who are members of the Union and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

3.2 Deductions shall be made from the first and second payroll period of each month in approximately equal amounts and a check for the total deductions shall be made via Automated Clearing House (ACH) deposit to the Financial Secretary of Local Union 1934, I.A.F.F., within five (5) working days of the date the dues are withheld from the employee's check. Deductions may include individual insurance and benefit programs.

3.3 The Union shall notify the City of any employee who has given the Union written authorization for deduction of any Union dues or fees. The Union certifies that it shall collect and will maintain records of individual employee authorizations for deductions of said dues or fees. The Union agrees to notify the City of any changes in employee authorizations to deduct Union dues or fees. The City shall rely on the Union's certification of any dues and fees authorized by an employee and will not require the Union to provide a copy of the employee's authorization unless a dispute arises about the existence of terms of the authorization. Any inquiries by employees regarding Union dues or fees should be directed to the Union.

3.4 The City shall provide all new employees with Union membership application forms, payroll deduction authorization forms and a copy of this Memorandum of Understanding on or about the first day of employment. Such materials will be furnished to the City by the Union.

3.5 The Union must indemnify the City against any liability arising from any claims, demands, or actions made by an employee for deductions made pursuant to this article in reliance on information provided by the Union.

3.6 In the event that any provision of this article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the City will cease abiding by such provisions.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Any grievances/disciplinary appeals which may arise between Union, or any of its

members, and the City, with respect to the interpretation or application of any of the terms of this Memorandum of Understanding, or with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual employee, shall be determined by the provisions of this article, except that such matters as are included in the definition of impasse as set forth in Resolution No. 2012-091 are not a grievance. Because probationary employees and Apprentice Firefighters may be discharged or demoted without cause, they shall not be entitled to invoke Article 4, Grievance Procedure, with regard to matters of discharge or demotion. This shall not, however, prevent a probationary employee from exercising any other rights under this Memorandum of Understanding. Every employee designated by the City to hear the grievance or the disciplinary appeal of a subordinate shall have the authority to settle that grievance/disciplinary appeal.

4.2 For matters regarding MOU interpretation the following grievance procedure will apply:

4.2(a) The initial step in the adjustment of a grievance shall be a discussion between the grievant or their representative and the Battalion Chief – Shift Commander directly involved and submission of a written grievance form including, but not limited to, the MOU violation and the remedy sought. Attached hereto and made a part hereof is Exhibit “D” Employee MOU Grievance Form. The Battalion Chief – Shift Commander shall answer in writing within ten (10) business days. This step shall be started within thirty (30) business days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the grievant or their representative. This step may be supplemented by oral discussion as well as the written presentations required above. The notice of the time, date and location of all meetings between the grievant’s representatives and management representatives must be noted on the grievance form.

4.2(b) Step Two: If a grievance is not resolved in the initial step, the second step shall be a discussion between the Labor Representative or their designated representative and the Fire Chief and submission of a written grievance form including, but not limited to, the MOU violation and the remedy sought. The Fire Chief shall answer within ten (10) business days. This step shall be taken within ten (10) business days of the date of the Supervisor’s answer in Step One.

4.2(c) Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, (and may be supplemented by an oral presentation), by the Labor Representative or their designated representative and/or the grievant to the City’s designated Personnel Director, who shall answer, in writing, within ten (10) business days. The third step shall be taken within ten (10) business days of the date of the answer in Step Two.

4.2(d) Step Four: If a grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance, in writing (and may be supplemented by an oral presentation), by the Labor Representative or their designated representative, and/or the grievant to the City Manager, or a designee from the City Manager’s Office other than the City’s Personnel Director referred to in Section 4.2(c), who shall answer, in writing, within ten (10) business days. The fourth step shall be taken within ten (10) business days of the date of the answer in Step Three.

4.2(e) Step Five: If a grievance is not resolved in the fourth step, the fifth step shall be referral by either the City or the Union, to arbitration. The fifth step shall be taken within twenty (20) business days of the date of the answer in Step Four.

4.3 For matters regarding Skelly discipline (Salary Reduction, Suspension, Disciplinary Demotion or Termination) the following appeal procedures will apply:

4.3(a) The initial step in the disciplinary appeal process shall be a Skelly meeting between the Labor Representative or their designated representative and/or the appellant and the Fire Chief and submission of a written disciplinary appeal form including information regarding the discipline and the Union's position on the discipline. Attached hereto and made a part hereof is Exhibit "E" Employee Disciplinary (Skelly) Appeal Form. The Fire Chief shall answer within ten (10) business days.

4.3(b) Step Two: If the disciplinary appeal is not resolved in the initial step, the second step shall be the presentation of the disciplinary appeal in writing by the Labor Representative or their designated representative and/or the appellant to the Personnel Director, who shall answer in writing within ten (10) business days. The second step shall be taken within ten (10) business days of the date of the answer in the initial step.

4.3(c) Step Three: If a disciplinary appeal is not resolved in the second step, the third step shall be the presentation of the disciplinary appeal in writing by the Labor Representative or their designated representative and/or the appellant to the City Manager or designee (Assistant City Manager or Deputy City Manager), who shall answer in writing within ten (10) business days. The third step shall be taken within ten (10) business days of the date of the answer in Step Two.

4.3(d) Step Four: If a disciplinary appeal is not resolved in the third step, the fourth step shall be referral by either the City or the Union, to arbitration. The fourth step shall be taken within twenty (20) business days of the date of the answer in Step Three.

Arbitration Procedure for Grievances and Disciplinary Appeals:

4.4(a) Within five (5) business days of the City's receipt of a request by the Union to submit a grievance or disciplinary appeal to arbitration, the City will solicit a list of not more than seven (7) arbitrators from the State of California Conciliation and Mediation Service. A copy of such list shall be forwarded to the Union's attorney at the same time as State Mediation forwards a copy to the City. The parties agree to act expeditiously in the selection of an arbitrator. If the Union and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCCMS. The first party to strike a name shall be determined by lot. The costs of arbitration shall be borne equally by the City and the Union. The City and the Union shall pay the compensation and expenses for their respective witnesses. At the Union's written request, the City shall release employees from duty to participate in arbitration proceedings.

4.4 (b) The Arbitrator shall hold such hearings (grievance or disciplinary appeals) and shall consider such evidence as to the Arbitrator appears necessary and proper. If practicable, the first hearing shall be held within ninety (90) business days of the date of the referral to arbitration. The decision of the Arbitrator shall be final and binding on the City, the Union and the employee provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

4.5 Failure by either party to meet any of the aforementioned time limits as set forth in the Subsections listed above will result in forfeiture. Failure by the City to meet any of the limits listed above will allow the Union to go forward with the grievance or the disciplinary appeal to the next step of the established procedures. However, the aforementioned time limits may be extended

by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

4.6 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances and disciplinary appeals to the City and to have such grievance or discipline adjusted without the intervention of the Union, provided that the adjustment shall not be inconsistent with the Memorandum of Understanding, and provided, further, that the Union's President or their designated representative shall be given an opportunity to be present at such adjustment.

4.7 The City and the Union agree to use the appropriate Grievance or Disciplinary Appeal Forms to more timely and efficiently move grievances and disciplinary appeals through the process.

ARTICLE 5: SAFETY

5.1 The City Council desires to maintain a safe place of employment for City employees and to that end City management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.2 Regular "tailgate" meetings will be held on all jobs to plan the job and emphasize safety in its performance.

5.3 Regular safety meetings will be held bi-monthly for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and practices.

ARTICLE 6: DISABILITY AND UNEMPLOYMENT

6.1 An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within their ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the City. Such employee shall be compensated at the then current rate of pay of their regular classification while engaged in such temporary duties. The City may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by the City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of their position without hazard to himself, or to their fellow employees, or to their own permanent health.

6.2 Vacation and sick leave shall be accrued and group insurance coverage shall be maintained while a regular employee is absent from work as a result of a job related disability and receiving the supplemental benefits to Workers' Compensation temporary disability compensation as set forth in Section 4850 of the Labor Code of the State of California for the period of such disability, but not exceeding one (1) year. Employees who are not entitled to the benefits as set forth in Section 4850 of the Labor Code of the State of California but who are receiving Workers' Compensation temporary disability benefits, may, nevertheless, at their option, maintain their group health and welfare insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of five (5) years, which includes one (1) year of Section 4850 paid time, providing the employee pays his or her share of

the monthly premium, pursuant to Article 21.2(B), to the City of Redding on or before the first day of the month for which the premium is intended. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be recognized by such employee for compensation purposes.

ARTICLE 7: EMPLOYEE STATUS

7.1 Employees will be designated as Regular or Full-Time Temporary, or Full Time Limited Term depending upon the purpose for which they are hired and their length of continuous service with the City.

7.2 A Regular employee (Status 3) is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A Regular employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, health and welfare insurance coverage and items of a similar nature, as the employee becomes eligible. Regular employees shall serve a probationary period of one (1) year upon initial appointment to Regular status. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any absence as a result of a work related disability or any unpaid absence of ten (10) or more consecutive workdays. Employees serving their initial hire probationary period shall not be eligible for leave of absence, or promotion and transfer rights.

7.3 A Full-Time Temporary employee (Status 7) is defined as an employee hired for occasional or seasonal work, for a period not to exceed one thousand (1,000) hours in a fiscal year, or as a retired annuitant not to exceed a maximum of nine hundred-sixty (960) hours. A Full-Time Temporary employee shall receive not less than the minimum rate for the job and will be eligible for sick leave pay per California state law, but will not be eligible for holiday pay, vacation pay, health and welfare insurance coverage, retirement plan participation or items of a similar nature, nor shall the employee accrue seniority, or promotion and transfer rights, or leave of absence rights. If a Full-Time Temporary employee is reclassified to Regular status without a break in service, the employee shall be credited with vacation and sick leave accrual back to their full-time temporary date of hire.

7.4 A Full-Time Limited Term (Apprentice Firefighter) (Status 3) is a limited term probationary employee serving at will and is defined as an employee hired for full time work for a maximum period of five (5) years. A Full Time Limited Term (Apprentice Firefighter) shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, and health and welfare insurance coverage. They shall serve a probationary period of five (5) years upon initial appointment and will not be eligible for leave of absence or promotion and transfer rights, nor shall they accrue seniority.

ARTICLE 8: WAGES AND CLASSIFICATIONS

8.1 Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. The Full Time Limited Term (Apprentice Firefighter) has a one step hourly rate and step increases will not be granted. Any adjustment to the Full Time Limited Term (Apprentice Firefighter) hourly rate is solely at the discretion of the City.

Wage step increases will be granted as follows: After twenty-six (26) full pay periods of employment at Wage Step 1, and with an overall satisfactory or above performance rating, an employee shall be advanced to Wage Step 2. After twenty-six (26) full pay periods of employment at each subsequent Wage Step, with an overall satisfactory or above work performance, an employee will be advanced to the next higher step. A promotion to a higher paid classification pursuant to Article 11.3 does not change the anniversary date for Wage step increases. A full pay period as used in 8.1 is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

8.1 (a) Should an employee wish to appeal a denial of a step increase, the employee may do so by submitting an appeal (1) to the Fire Chief, and if not resolved, (2) to an advisory committee comprised of two (2) representatives designated by the Union and one (1) representative designated by Fire management. The committee will consider the appeal and make an advisory recommendation to the City Manager whose decision will be final. Such appeal must be made within thirty (30) days of the date of denial of the merit increase.

8.1 (b) Every reasonable effort will be made to notify an employee of any deficiencies in job performance at least ninety (90) days prior to the evaluation date, unless specific behavior occurs after the ninety (90) day limit. This provision does not prohibit the Evaluator from codifying the deficiencies in the Employee's Performance Evaluation.

8.2 Wages shall be paid at bi-weekly intervals on Thursdays at the end of the employee's work period, after 12:00 Noon for a pay period ending no earlier than the preceding Saturday. If a payday falls on a holiday, payment shall be made on the preceding workday. Except as otherwise provided herein, wages paid shall be for actual time worked and compensable time off during the pay period, except, however, that time worked or time absent as a result of a shift trade shall not be considered in computing time for compensation purposes, except as provided in 20.4. Wages paid to twenty-four (24) hour shift employees shall be based on the average number of regularly scheduled work hours each pay period. All employees hired after January 28, 2007, must make arrangements to have their pay deposited to a bank account via electronic transfer.

8.3 When an employee is temporarily assigned to work in a classification higher than their regular classification, they shall be paid at the rate established for the higher classification, with a minimum of four (4) hours and time computed to the next full hour, except when the work is performed outside of the regular work hours and the duration is less than four (4) hours. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of their regular classification, they shall be paid at the wage rate of the classification to which they are temporarily assigned, which is next higher to their present wage rate, but not more than the top wage rate of the temporary classification.

8.4 When an employee is temporarily assigned to work in a classification lower than their regular classification, their rate of pay will not be reduced.

8.5 For purpose of wage rate progression in a temporary classification, the time worked by an employee in other than their regular classification shall also be accrued in such temporary classification.

8.6 Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Wage Rates."

8.7 Attached hereto and made a part hereof is Exhibit “B” titled “City of Redding Class Specifications”

8.8 Incentive Pay

The City will provide the following incentive pay up to maximum incentive pay cap of 12.5% for incentives in this section and Section 8.9 below:

Education incentives shall be added to the base pay of those employees who provide proof of qualification as follows:

PAY	REQUIREMENTS
2.5%	Bachelor of Arts or Science Degree or 120 semester units
2.5%	Master of Arts or Science Degree
2.5%	State Fire Marshal Fire Officer Certificate, or, State Fire Marshal Company Officer Certificate, or, at the time of application (for educational incentive) having attained the educational requirements for State Fire Marshal Company Officer Certificate
2.5%	Certified Fire Inspector

Employees must be in a paid status in order to receive education incentive pay. This section does not apply to the Full Time Limited Term (Apprentice Firefighter) classification.

8.9 Hazardous Materials Response Team (HMRT):

(a) A maximum of twenty-five (25) employees of the Redding Fire Department will participate on the HMRT and receive an incentive pay in addition to base wage rate for being certified as a Hazardous Materials Technician (HMT) or Hazardous Materials Specialist (HMS) as defined in 29 C.F.R. §1910.120 and the CCR Title 8, Section 5192. This section does not apply to the Full Time Limited Term (Apprentice Firefighter) classification.

(1) Members joining the City’s designated Hazardous Materials Response Team, will receive three percent (3%) for the first three (3) years on the Team. The three (3) years for current Team members is not cumulative with the exception of the time an employee fills in for another employee who is on industrial injury. The incentive pay will increase to seven and one half percent (7 1/2%) when an employee has maintained their certification and served on the Team for three (3) consecutive prior years.

(2) Employees will be temporarily removed from the Team if they are unavailable or expected to be unavailable for response when called or unfit for duty for a period of at least sixty (60) days. Employees removed from the Team will not receive their stipend while they are off the team, unless they are on industrial injury leave. Employees removed from the HMRT will need to meet the requirements of the HMRT Hazardous Materials Response Team Policy in order to be placed back on the team. Management may choose to temporarily fill that vacancy with the next employee on the eligibility list, provided they meet the minimum requirements of HMRT.

(b) All employees participating in this incentive program understand that, at the discretion of the City, they may be assigned to participate in a hazardous materials response team as deemed appropriate by the City.

Should there be a vacancy on the Team, it will be filled from an eligibility list established by the Redding Fire Department. Positions on the list will be established in the following manner:

Employees will be placed on the eligibility list based on the order in which they apply after they have successfully completed the required training. Employees who complete training on the same date and apply within seven (7) calendar days of that date, will have their eligibility position determined by their Fire Department seniority date in accordance with Article 10.1 SENIORITY.

Employees are not required to maintain or refresh their certification to remain in their current position on the eligibility list.

In addition, employees who have completed the required training, but have had their certification lapse, may request to be placed on the eligibility list.

Employees will be given six (6) months to refresh their certification after receiving an offer from the Fire Department to join a Hazardous Material Response Team (HMRT). The cost to refresh their certification will be at the employee's expense. The Fire Department agrees to allow eligible employees to attend HMRT monthly training, voluntarily and without wage compensation as a means of refreshing certification. This offer is contingent upon the HMRT Director's willingness to allow their participation.

Eligible employees will not be placed on a HMRT until the Fire Department has received the appropriate certificate (HMT or HMS from CSTI or CSFMO).

(c) Employees assigned to the Team shall participate in ongoing training and education activities as required by the Team and as directed by the Department, which will allow employees to maintain training proficiency at the level of HMT or HMS. Absences from training will be considered excused absences on a case-by-case basis by the Fire Chief. Employees not assigned to the City's designated Team will be responsible for obtaining, on their own, training proficiency at the level of HMT or HMS. Employees must complete the recertification process on their own, prior to being placed on the Team.

(d) Workgroup leader assignments on the Team are voluntary. These duties may be accomplished on regular duty, however, they should not adversely affect normal duty assignments. If deemed necessary, the Battalion Chief may approve overtime to accomplish these duties.

(e) The City and the Union agree to meet and confer over potential conversion over HMRT to CalOES HazMat Unit pending City and CalOES approval, and subsequent requirements of HMRT team following such potential conversion.

ARTICLE 9: HOURS AND OVERTIME

9.1 Employees shall report for work at their regularly assigned duty station. Time spent in traveling between such assigned duty station and the job site shall be considered as time worked.

9.2(a) For employees other than twenty-four (24) hour shift employees, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and a basic workweek is defined to consist of four (4)/five (5) consecutive workdays of eight (8), nine (9), or ten (10) hours, as applicable, on a scheduled work day, each Monday through Friday. The basic workweek may begin at any hour of the day during the workweek.

9.2(b) For twenty-four (24) hour shift employees, a work period is defined to consist of twenty-four (24) consecutive hours from 8:00 a.m. to 8:00 a.m. The basic work period is defined to consist of eight (8) twenty-four (24) hour workdays each twenty-four (24) day rotation, which are the work period and basic work periods as established in January 1987. The following is a representation of the three (3) platoon (A, B, C) 4-4-4-6 schedule rotation beginning January 1 through 31, 2001: B-A-B-C-B-C-B-C-A-C-A-B-A-B-A-B-C-B-C-A-C-A-C-A-B-A-B-C-B-C-B. The City maintains the right to move individual employees from one platoon to another for the good of the service as determined by the Fire Chief.

9.2(c) Fire Prevention Officers will normally work a forty (40) hour workweek. The workweek schedule will be approved by the Fire Chief and may include Saturday and Sunday coverage.

9.2(d) Whenever it becomes necessary for the City to temporarily rearrange an employee's work schedule, the City will give as much advance notice as possible but in any event not less than seventy-two (72) hours before the change occurs. Furthermore, no change shall be made which results in more or less than the normal work hours in a pay period.

9.3(a) For employees other than twenty-four (24) hour shift employees, overtime is defined as:

A	Time worked in excess of forty (40) hours in a workweek.
B	Time worked in excess of eight (8), nine (9) or ten (10) hours, as applicable on a scheduled workday.
C	Time worked on a non-workday.
D	Time worked outside of regular hours on a workday.
E	Time worked on a holiday.

9.3(b) For twenty-four (24) hour shift employees, overtime is defined as time worked in excess of one hundred eighty-two (182) hours in a work period. Time worked as used herein shall include time absent with pay, such as vacation, sick leave, emergency leave, etcetera, but shall not include time worked as a result of voluntary shift trades.

9.3(c) Overtime shall be computed to the nearest one-quarter (1/4) hour.

9.3(d) Fire Prevention Officers can be assigned and required to be "on call" and be available to respond to incidents for fire investigation purposes as follows:

Minimum Duty: Seven day consecutive periods, on rotational basis (i.e. in separate seven-day periods, generally every other week, on a rotational basis.

Method of payment of "On Call" Duty: Overtime Compensation

A	One (1) hour of overtime compensation at the employee's regular rate of pay for each weekday (12:01 a.m. Monday through midnight Friday).
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B	Two (2) hours of overtime compensation at the employee's regular rate of pay for Saturdays (12:01 a.m. Saturday through midnight Saturday).
C	Three (3) hours of overtime compensation at the employee's regular rate of pay for Sundays (12:01 a.m. Sunday through midnight Sunday) and Holiday (pursuant to Article 17.1).

Scheduling: Shall be determined by seniority preference. Seniority is defined as time in the bargaining unit.

Vehicle: In addition to "On Call" pay, the City will provide the employee with a "take home" vehicle in order to provide for immediate response.

9.4(a) Regular Rate of Pay. Items included in determining the regular rate of pay for purposes of calculating overtime, retirement and other regular pay calculations (i.e. holiday pay) shall include the pay rate as established in the pay range by the employee's classification, education incentive pay and Hazmat incentive pay, as applicable to each individual employee covered under this MOU.

9.4(b) Overtime. Overtime compensation shall be paid at a rate equivalent to one and one-half (1½) times the regular rate of pay. However, employees (excluding Full Time Limited Term (Apprentice Firefighter) may choose to accumulate Compensatory Time Off (CTO), (at the one and one-half rate,) up to the limit as established in the Fair Labor Standards Act for public safety employees. Such accumulated CTO may be carried over from one calendar year to another, except an employee may elect to cash out any accumulated CTO balance as of the last pay period ending in November in the week following the first payday in December. Any accumulated CTO not otherwise cashed out or that is earned in December up to the limit will be carried over into the next calendar year.

Employees may not accrue CTO due to out of city emergency/fire assignments such as strike teams, OES responses, and Overhead Assignments. Additionally, members covering for personnel participating in these assignments outside the City would also not be allowed to accrue CTO for those coverages. Employees may only accrue CTO up to a rate of 1:1 while covering for personnel who are using CTO leave with the balance of any overtime due paid as cash (e.g., an employee on a 24 hour overtime shift covering for another employee using CTO time can only accrue up to 24 hours of CTO, with the remaining overtime wages paid in cash).

9.5 If an employee performs overtime work immediately following the end of their regular shift they shall be paid overtime compensation only for the actual time worked.

9.6 Employees who are required to report for overtime work as defined in 9.3(a) and (b) on their non-workdays, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event for less than four (4) hours compensation. If an employee who is called out for such work outside of their regular hours on a workday continues to work into their regular hours, they shall be paid overtime compensation only for the actual time worked.

9.7 Overtime distribution shall be in accordance with Departmental policy as agreed upon between Management and the Union. Overtime shall be distributed as equally as is practicable among those employees who are qualified and available and who volunteer for overtime work, and the City shall not require employees who have worked overtime to take equivalent time off during a workday without pay. For the purpose of determining availability as

set forth above, an employee's platoon assignment shall not be used to deny the opportunity for equitable distribution of overtime work.

9.8 When coverage is required for the ARFF apparatus, the priority and sequence of selection will be as follows: First, the Captain on Engine 7 will fill the vacancy, if that Captain is a call back and not ARFF trained, the Captain at Station 4 will cover the vacancy with the normal call back list being used to cover the new vacancy at Station 4. If the Captain on duty at Station 4 is not ARFF trained, then the Captain at Station 5 will take the ARFF vacancy with the normal call back list being used to cover the new vacancy at Station 5. If the above process fails to provide an ARFF trained Captain, the normal call back list will be utilized to select an off duty Captain next up for call back who is ARFF trained. If the process fails to provide a current, trained ARFF Captain, then the established procedures for an order back will be utilized to do so.

9.9 For the purposes of overnight travel for activities other than active firefighting, normal work hours are defined as 8 a.m. to 5 p.m. with a one-hour lunch break. Such activities include employees participating in the Redding Fire Department Training Cadre and administration-sanctioned workgroups. This section does not apply to other voluntary assignments, training, or activities. Employees normally scheduled to work on a travel day will be paid as scheduled. Employees not scheduled will be paid for hours worked between 8 a.m. and 5 p.m. and for any other time when they are actively engaged in work activities.

9.10 Off-Duty Station Coverage During Emergency Operations

During a significant incident or multiple incidents that require the extended commitment of multiple Redding Fire Department resources, the on-duty Battalion Chief or Duty Chief may initiate the request for available off-duty personnel for emergency operations (SOP 2.32). Emergency call-back time shall be compensated with a minimum of five (5) hours of overtime compensated at a rate of two times (2x) the base rate of salary.

The call back time begins when the Employee makes positive contact with the Duty Chief/Scheduling Captain to respond to the emergency, accepts the callback and receives a duty or station assignment. The Employee must report to their duty or station assignment within sixty (60) minutes. The call back time shall end at such time as the Employee completes the call-back assignment and leaves the job site.

An Employee contacted to respond to an emergency who cannot arrive to the assignment within sixty (60) minutes shall not be eligible for call-back overtime pay unless the duty officer directs the Employee to respond for coverage. The Employee is responsible to notify the duty officer of the estimated response time. The Battalion Chief or Duty Chief may limit the number of employees needed for the emergency operations coverage or deny employees that cannot arrive to the assignment in an acceptable time frame.

ARTICLE 10: SENIORITY

10.1 City Seniority is defined as total length of continuous service in a Regular (Full-Time, Status 3) position with the City of Redding. Classification Seniority is defined as the total length of continuous service in each classification within the bargaining unit, including any time spent by an employee who promoted into a City of Redding Fire Department Management position(s) who later returned into a position within the bargaining unit. In determining an employee's City Seniority or Classification Seniority, the continuity of their service will be deemed to be broken by termination of employment by reason of (1) resignation, (2) discharge for cause, (3) layoff for more than twelve (12) consecutive months, (4) failure to return immediately

on the expiration of a leave of absence or acceptance of other full-time employment while on leave, or (5) absence without pay, without a written leave of absence, in excess of five (5) work shifts or five (5) workdays, as applicable. Continuity of service will not be broken and seniority will accrue when an employee is: (a) inducted, enlists or is called to active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to reemployment rights, (b) on duty with the National Guard, (c) absent due to industrial injury, (d) on leave of absence, or (e) absent due to layoff for a period of less than twelve (12) consecutive months. Full Time Limited Term (Apprentice Firefighter) employees will not accrue seniority.

10.2 Station rotation and shift bid order will be determined by time in Grade in accordance with Departmental Policy 2.9, dated September 10, 2007, and as agreed between Management and the Union.

10.3 "Grade", "Rank" and "Classification" are interchangeable terms in Department Policy and this Agreement.

ARTICLE 11: PROMOTION AND TRANSFER

11.1 All promotions and transfers shall be in accordance with standards and procedures as determined by the City. Notices of scheduled examinations for the positions of Fire Engineer and Fire Captain shall be posted at least thirty (30) days in advance of the written test. To the extent possible and subject to the determination by the Fire Chief and the Personnel Director, Fire Engineer and Fire Captain eligibility lists will be promulgated once every two (2) years on a staggered basis.

11.2 Seniority shall not be used as the sole criteria for promotions. In addition to seniority, employee evaluations, job performance, test results, and ability, will be used for the purpose of selecting applicants for promotion to a higher classification.

11.3 When an employee is promoted to a classification which has an hourly pay rate overlapping the hourly pay rate of their previous classification, they shall be paid at the step of the classification to which they are being promoted which is next higher to their present step but not more than the top step of the classification to which they are promoted. A promotion to a higher paid classification which provides a five percent (5%) wage increase does not change the anniversary date for Wage Step increases.

11.4 All appointments filled by promotion of a City employee shall be on a probationary basis for one (1) year. At any time during the probationary period, the City may terminate the appointment. If an appointment is terminated, the employee shall be returned to either their previous classification and wage rate, or some other classification that is mutually satisfactory to both the employee and the City. If an appointment is terminated, the City may consider the other bidders on the original posting, if any, rather than repost the vacancy notice.

11.5 Management may consider requests for transfer from one station to another.

11.6 At such time an employee moves from a forty (40) hour workweek schedule to a fifty-six (56) hour equivalent workweek schedule, all earned leave balances will be adjusted to commensurate hours in the new work schedule as follows:

Weekly Schedule:	Multiply Current Leave Balance By:
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40 to 56 hours	1.4
56 to 40 hours	0.715

11.7 Full Time Limited Term (Apprentice Firefighter) employees must test and be on an eligibility list for full-time firefighter for consideration of appointment to a Regular Firefighter position. Appointment to Regular Firefighter is not considered a promotion for this position. Should a Full Time Limited Term (Apprentice Firefighter) be hired as a Regular Firefighter with no employment-separation with the City, their accrued leave balances will be transferred to the new position. Department seniority would not begin until appointment to a Regular Firefighter position.

ARTICLE 12: LAYOFF

12.1 When it becomes necessary for the City to lay off regular (Full-Time, Status 3) employees, the City will give employees involved as much notice as possible; but, in no event will such employees receive less than two (2) weeks notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.

12.2 Layoff in all cases due to lack of work or budgetary constraints will be determined by an employee's Classification Seniority (the employee with the least amount of time in each classification targeted for layoff will be notified for lay-off first) in accordance with S.O.P. Personnel 2.3. An employee whose job is being eliminated may elect to displace an employee in a lower paid classification if qualified to perform the duties of the lower paid classification and if their Classification Seniority is greater than that of the employee in the lower paid classification.

12.3 Regular employees (excluding Apprentice Fire Fighters) who are laid off will be given preference in filling future vacancies for a period up to one (1) year, providing they keep the City advised of their current address.

12.4 When an employee elects to displace into a classification due to lay-off or voluntary demotion, which has a wage range overlapping the wage range of their previous classification, they shall be paid at the wage rate of the classification which is next lower to their present wage rate, but not lower than the bottom wage rate of the lower classification .

12.5 An employee (excluding Apprentice Firefighters) promoted out of the bargaining unit may, within twenty-four (24) months and by mutual agreement between the City and the Association, return to the unit.

12.6 Retired annuitants will be laid off prior to IAFF bargaining unit employees.

12.7 In the event of layoff or any station closure, Full Time Limited Term (Apprentice Firefighter) employees will be the first bargaining unit classification to be laid off.

12.8 A Fire Prevention Officer who returns to and is qualified for a previously held fire suppression position in the Department will return to the last fire suppression position held in the Department prior to becoming a Fire Prevention Officer.

A laid off Fire Prevention Officer who previously held a Redding Fire Captain position may displace a Fire Captain, if they are qualified to perform the duties of Fire Captain,

meet all requirements of the classification, and if such laid off Fire Prevention Officer has greater combined Fire Captain and Fire Prevention Officer seniority than the Fire Captain being displaced.

A Fire Prevention Officer who previously held a Redding Fire Captain position may be displaced by a laid off Fire Captain, if such laid off Fire Captain is qualified to perform the duties of Fire Prevention Officer, meets all requirements of the classification and has greater Fire Captain seniority than the combined Fire Captain and Fire Prevention Officer seniority of the Fire Prevention Officer being displaced.

ARTICLE 13: LEAVE OF ABSENCE

13.1 Leave of absence may be granted to regular employees by the City Manager for urgent and substantial reasons, up to a maximum of one year, (except when the employee is receiving long term disability benefits, in which case a five (5) year time limit shall apply) providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason and in such cases a leave will be granted.

13.2 A leave of absence will commence on and include the first work shift on which the employee is absent and terminate with and include the work shift preceding the shift the employee returns to work.

13.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, they will be reinstated to their former position and working conditions, providing that they are capable of performing the duties of their former position, except that if there has been reduction of forces or their position has been eliminated during said leave, they will be returned to the position they would be in, had they not been on a leave of absence.

13.4 An employee's status as a regular employee will not be impaired by such leave of absence and their seniority will accrue.

13.5 If an employee fails to return immediately on the expiration of their leave of absence or if they accept other full-time employment while on leave, they will thereby forfeit the leave of absence and terminate their employment with the City.

13.6 An employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group health and welfare insurance coverage. An employee may, however, at their option and expense, maintain their group health and welfare insurance coverage providing the full monthly premium is received by the City Treasurer on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is as a result of exhaustion of sick leave benefits an employee's group health and welfare insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays their share of the premium on a timely basis.

13.7 Except for the one (1) year limitation of 13.1, and the prohibition on other employment in 13.5, a leave of absence for Union business may be granted by the City Manager for up to a maximum of one (1) year, pursuant to the provisions of this Article.

ARTICLE 14: EXPENSES

14.1 Reimbursement for expenses incurred while conducting City business, i.e., traveling to authorized meetings, seminars, training sessions, luncheons and other events approved by the Fire Chief, or his designee, shall be in accordance with the provisions established in the City Council Resolution for Unrepresented City employees.

14.2 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed actual personal expenses for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by the City. The time spent by such employees in traveling to such temporary job at its beginning, to and from home on holidays and weekends, and from such temporary job at its conclusion and any reasonable expense incurred thereby will be paid by the City.

ARTICLE 15: SICK LEAVE

15.1 Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of forty-six thousandths (.046) of an hour for each regular hour worked, or on paid leave.

In accordance with state law, all full-time temporary employees (Status 7), shall accumulate sick leave with pay at a rate of (.033) per hour worked. Full-time temporary employees shall be entitled to use accrued paid sick days beginning on the 90th day of employment. Full-time temporary employees will be limited to 24 hours of paid sick leave in each year of employment. A minimum increment of sick leave usage is two hours.

15.2 Sick leave shall be allowed for a non-work-related absence due to:

A	The inability of an employee to be present or perform the employee's duties because of personal physical or mental illness, off duty injury, or confinement for medical treatment.
B	The ability to attend personal medical or dental appointments, which are impractical to schedule outside of regular working hours.
C	The need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family, as defined in 16.1, for up to ninety-six (96) hours per incident.
D	For family sick leave up to 72 hours per calendar year for members of the immediate family as defined in 16.1.

15.3 Management may require satisfactory evidence of sickness or disability, if an attendance problem has been identified as defined in the City's Discipline Policy dated July 1, 2005, before payment for sick leave will be made.

15.4 The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically fit and able to perform the duties of their former position without hazard to himself, or to their fellow employees, or to their own permanent health. Such examination or examinations shall be at the

sole expense of the City. Appointments for such examinations shall normally be scheduled by the Personnel Department.

15.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, they shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

15.6 Sick leave cannot be accrued while an employee is in a non-pay status or receiving donated vacation.

15.7 Any employee, who after ten (10) years of continuous service to the City terminates employment, shall be paid at the employee's regular pay rate for thirty-three and one-third percent (33 1/3%) of the employee's accumulated sick leave hours. For employees with fifteen (15) years of continuous service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more continuous service, the percentage set forth above shall be increased to sixty percent (60%).

Upon retirement, any sick leave pay out the employee is eligible to receive will be transferred into the VantageCare Retirement Health Savings Plan on a pre-tax basis. The sick leave payout amount will be calculated using the percentage levels described in the paragraph above. However, if the sick leave payout is less than \$5,000, then the employee is not entitled to participate in the VantageCare Retirement Health Savings Plan and shall receive a cash payout as described in the paragraph above. Any sick leave amount remaining will be used as service credit toward the employee's retirement benefit through CalPERS, pursuant to the contract between the City of Redding and CalPERS.

15.8 In the event an employee exhausts all paid leave as a result of the employee's illness or injury, and subject to the approval of the employee's Department Director, Personnel Director and the City Manager, such employee may be advanced sick leave from his or her future accruals up to 80 or 112, as applicable, hours per incident. Once the employee returns to duty, sick leave accrual hours will be applied to the negative sick leave account until it is zero. Should the employee terminate City employment with a negative sick leave balance, appropriate adjustments will be made to final paid leave cash pay-outs or other City monies owed the employee, if sufficient, otherwise the employee shall directly reimburse the City for such advance. Such reimbursement will be waived for employees who are terminally ill or totally disabled (100%).

ARTICLE 16: FUNERAL LEAVE

16.1 Except as otherwise provided herein, Regular and Full Time Limited Term (Apprentice Firefighter) employees who are absent from work due to the death of a member of the employee's "immediate family" shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty (40) work hours. For twenty-four (24) hour shift employees, the employee shall be granted a maximum of three (3) shifts off. "Immediate family" as used herein includes only employee's spouse, children, grandchildren, brothers, sisters, parents or grandparents of either spouse or other persons who are living in the employee's immediate household. Employees are allowed to take up to five (5) total work days due to the death of the employee's "immediate family" in accordance with Government Code section 12945.7. Employees who have exhausted their allowance of paid leave as provided in this section may request to utilize sick leave, vacation or compensatory time off or unpaid leave if the employee wants to take additional time off up to the five (5) total work days of leave provided. Such bereavement leave for immediate family as provided in this section need not be taken in

consecutive days, but must be used up within three (3) months of the date of the death of the immediate family member. Mandatory callbacks shall be utilized, if necessary, to backfill behind this type of leave.

16.2 Regular and Full Time Limited Term (Apprentice Firefighter) employees who are absent from work to attend the funeral of a person other than an immediate family member (who has some reasonable association to the employee, i.e., friend or acquaintance), shall receive compensation at the regular rate of pay to a maximum of twenty-four (24) hours for eight (8) hour employees, thirty (30) hours for ten (10) hour employees, or seventy-two (72) hours for twenty-four (24) hour employees as applicable, in a calendar year. Employees who have exhausted their calendar year allowance for this leave purpose may request to utilize vacation or compensatory time off if the employees want to take additional time off. Such leave shall be utilized in minimums of four (4) hour blocks so as not to disrupt the work period. Mandatory callbacks shall be utilized, if necessary, to backfill behind this type of leave.

16.3 An employee must be in a paid status on both scheduled workdays immediately adjacent to funeral leave in order to receive pay for such leave.

ARTICLE 17: HOLIDAYS

17.1 Regular and Full Time Limited Term (Apprentice Firefighter) and probationary employees who are regularly scheduled to work a forty (40) hour workweek, except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

	Holidays for employee working other than a 24 hour shift(8, 9 or 10 hours as applicable to their regular weekly work schedule):	Holidays for 24 hour Shift Personnel
A	January 1 st	X
B	The third Monday in January, known as Martin Luther King, Jr. Day	X
C	Lincoln Day	N/A
D	The third Monday in February, known as President’s Day	X
E	The last Monday in May, known as Memorial Day	X
F	June 19 th , known as “Juneteenth”	N/A
G	July 4 th	X
H	First Monday in September, known as Labor Day	X
I	Employee’s Birthday	N/A
J	November 11 th , known as Veteran’s Day	N/A
K	Thanksgiving	X
L	Friday after Thanksgiving	X
M	December 24 th , the last half of the normal work shift before Christmas	X
N	December 25 th	X

If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing

holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay, to be scheduled in the same manner as vacation days are normally scheduled. Notwithstanding the foregoing an employee may observe their birthday holiday on their birthday or anytime during the pay period in which the birthday occurs, or the holiday may be deferred and scheduled as vacations are normally scheduled. The holidays known as Lincoln Day, , and Veterans Day shall be scheduled by employees and their supervisors in the same manner as vacations are normally scheduled. Employees who work alternative work schedules commonly known as 4/10's or 9/80's and/or 4/5/9's will be entitled to holiday pay for eight (8), nine (9) or ten (10) hours, as applicable to their regular weekly work schedule. When an employee works on their birthday holiday, the employee shall receive pay at the regular rate of pay. Birthday holiday pay is not considered reportable compensation and will not be reported to CalPERS.

17.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to their regular earnings, be compensated at a rate of one and one-half (1 1/2) times their regular rate of pay for all time worked on such days.

17.3 If an employee is in a non-pay status on both workdays immediately adjacent to the holiday they shall not receive pay for the holiday.

17.4 In lieu of the provisions of 17.1, 17.2, and 17.3, regular and Full Time Limited Term (Apprentice Firefighter) twenty-four (24) hour shift employees shall receive fifteen point two (15.2) hours of holiday compensation at the regular rate of pay, maximum of 152 hours per year, on those holidays as designated in 17.1, payable in the pay period in which the holiday falls.

ARTICLE 18: VACATIONS

18.1(a) Regular employees of the City shall accrue vacations, based on the length of their continuous service measured from their date of employment, with pay up to a maximum of 700 hours, for each regular hour worked, or on paid leave, as follows:

	BI-WEEKLY ACCRUAL	HOURS PER YEAR	# OF 24-HOUR SHIFTS	YEARS OF SERVICE
A	5.538 hrs.	144	6	New employee to completion of 4th year
B	7.385 hrs.	192	8	Start of 5th year to completion of 9th year
C	8.308 hrs.	216	9	Start 10th year to completion of 14th year
D	9.231 hrs.	240	10	Start of 15th year to completion of 19th year
E	10.154 hrs.	264	11	Start of 20th year to completion of 24th year
F	11.076 hrs.	288	12	Start of 25th year and succeeding years

Full Time Limited Term (Apprentice Firefighter) employees will accrue based on the following accrual rate:

	ACCRUAL RATE PER HOUR	FROM	THROUGH PAY PERIOD	APPROXIMATE ACCRUAL RATE	YEARS OF SERVICE
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A	.039	Date of Employment	130th	2 weeks	1-5
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18.1(b) It is City policy that employees take their normal vacation each year at such time or times as may be approved by the Department.

18.1(c) In the event of departmental cancellation of a previously scheduled vacation or of a paid leave of absence due to industrial injury where such employee would exceed the maximum vacation accrual, the accumulation of vacation hours may exceed the seven hundred (700) hour maximum. In the event of a paid leave of absence due to an illness or injury that is not job related, the Fire Chief may approve the accumulation of vacation hours in excess of the seven hundred (700) hour maximum. Whenever such excess accruals occur, the employee shall have one year from the date the vacation was canceled or from the date the employee returns to work from illness or injury to utilize the excess accrual. Any excess accrual that remains at the end of such period shall be forfeited.

18.1(d) A full pay period as used in this Article is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

18.2 Vacation cannot be accrued while an employee is in a non-pay status or receiving donated vacation.

18.3 Vacation bid procedures will be in accordance with Departmental Policy (Vacation) #2.4, dated February 13, 2009. Vacations will be scheduled throughout the calendar year. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period, provided, however, that if the senior employee splits their vacation by requesting less than a full year's allowance to be scheduled on consecutive workdays, their preferential rights shall only apply on two periods in that calendar year prior to all other employees being given consideration in the selection of their first choice vacation period. Up to four (4) employees may be off for vacation on the same shift. Vacation time off is subject to mandatory call-back. This section does not apply to the scheduling of vacation leave for the Full Time Limited Term (Apprentice Firefighter) employees.

18.4 The City shall not require an employee to take their vacation in lieu of sick leave or leave of absence on account of illness.

18.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.

18.6 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive any unused vacation period previously earned.

18.7 The City will, at the employee's option, compensate employees for accumulated vacation during any fiscal year as follows:

SHIFT = 40 HOURS		SHIFT = 56 HOURS	
Minimum Accrual	Maximum Hours Payable	Minimum Accrual	Maximum Hours Payable
120	40	168	56
240	80	336	112
360	120	504	168

18.8 Employees may use vacation leave in increments of not less than four (4) hours for educational purposes in accordance with Departmental Policy (Vacation #2.5, dated February 13, 2009).

18.9 Whenever any employee has exhausted all paid time off benefits as a result of a non-work related injury or disability, and is not eligible for long-term disability insurance benefits, other employees may contribute their earned vacation hours to the disabled employee approved for the vacation donation program. Vacation is donated and granted on the basis of the dollar value of the donor's base pay rate.

ARTICLE 19: UNIFORMS

19.1 The annual uniform allowance will be \$1,200 and will be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Newly hired employees, dependent upon hire date, will receive the full amount indicated above. In July following the new employee's hire date, regardless of time with the Fire Department, the employee will begin receiving bi-weekly installments with the regular payroll.

19.2 The City shall pay the reasonable cost of repair or replacement of uniforms, glasses, watches, or other personal property up to two hundred dollars (\$200), damaged in the course of employment. Personal property will be limited to items reasonably necessary for the employee to have while on duty to perform their job function. This provision does not apply to items lost or damaged as a result of negligence of the employee.

19.3 The "official" Fire Department uniform shall be established and set forth in Fire Department Policy (SOP #3.1).

ARTICLE 20: MISCELLANEOUS

20.1 A Regular or Full Time Limited Term (Apprentice Firefighter) employee who is summoned for jury duty and is thus unable to perform their regular duties will be paid for the time lost at their regular rate of pay. An employee must be in a paid status on both scheduled workdays immediately adjacent to the jury duty in order to receive pay for such leave.

20.2 Any employee, at their request, shall be permitted to review their own personnel file. The file may not, however, be removed from the Personnel Department. At the employee's request or the request of their representative with the employee's written authorization, photocopies of information contained in the employee's personnel file will be provided at the City's expense.

20.3 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the City's Personnel Director and, upon request, shall have the right to have a Union representative present.

20.4 The City of Redding recognizes the practice of employees trading shifts. In the event a party to the shift trade does not report for duty, the employee originally scheduled by the City will be held responsible. In the event an employee separates from employment prior to having consummated a shift trade with another employee, the City will bear no responsibility for reconciling wages. Probationary Fire Fighters and Full Time Limited Term (Apprentice Firefighter) employees will not be allowed to trade shifts during the first six (6) months of

employment. After six (6) months, with a satisfactory performance evaluation, a probationary Fire Fighter will be allowed up to three (3) trades per quarter so long as trades do not interfere with the probationary training program. All shift trades shall be consummated within a three hundred sixty-five (365) day period.

20.5 The Union's labor representative and the City's Personnel Director may agree to limit the useful lifetime of employee disciplinary documents. The City and the Union agree to adhere to the City's Discipline Policy (7/1/05), Conduct and Honesty Policy (5/1/87), Redding Fire Department Policy 2.17 (2/20/07) and the Redding Fire Department Policy 2.19 – Rules of Conduct (2/20/07).

20.6 Because of the nature of employees' duties, all employees shall be required to provide the Department a personal telephone number where the employee can be contacted.

20.7 Whenever any employee is subpoenaed to testify in court as a result of their employment and is thus unable to perform their regular duties, they shall be paid for all regular time lost. Whenever an employee is subpoenaed or requested to appear for the State or any other governmental agency for non-work related reasons, the employee may choose to take paid time off which is either vacation or CTO. Leave to attend court shall be utilized in minimum four (4) hour blocks to reduce disruption to the work period. Mandatory callbacks shall be utilized, if necessary, to backfill behind this type of leave.

20.8 No less than two (2) employees covered by this Memorandum of Understanding shall be assigned to each structure firefighting unit. One (1) of the two (2) assigned employees per structure firefighting unit shall be a Captain, one an Engineer, and a third, if needed, a Firefighter or a Full Time Limited Term (Apprentice Firefighter) employee.

20.9 Attached hereto and made a part hereof is Exhibit "C" entitled "Performance Standards".

20.10 In the event that an employee fails to pass the Fire Department's physical fitness test on the third consecutive attempt, such employee will be terminated from employment. Employees will have at least three (3) months between attempts on the test; but must retake unsuccessful attempts no later than four (4) months from the last attempt. The parties agree, that prior to termination, all applicable rights of the parties under law will be followed.

20.11 A Union business time bank is established. Members may voluntarily donate earned vacation time to the bank for use by Union members while conducting Union business. For purposes of this article, Union business shall not include an employee's participation in or preparation for a disciplinary hearing associated with City action against that employee. Vacation credits being donated and granted are on the basis of the dollar value of the vacation credits. Use of time bank hours is to be authorized by the Union and scheduled in the same manner as vacation.

20.12 Meals will be provided during incidents in accordance to the Fire Department Policy: Fire Line Meals. Station Coverage Meals will be authorized by the Fire Battalion Chief, on a case-by-case basis, for employees who request such meals when they are called back to duty to cover a Station. The maximum expenditure per employee, including tax and tip, for such meals shall be as follows:

<u>Meal</u>	<u>Amount</u>
-------------	---------------

Dinner	\$25.00
Lunch	\$15.00
Breakfast	\$15.00

The above meal rates may be adjusted upward as determined by the City Manager.

20.13 Leave for children’s school activities will be granted according to Fire Department Policy (SOP #2.27), dated March 31, 2017.

20.14 Designated employees will be compensated for their participation in scheduled workgroup activities. Activities associated with the program/project outside of scheduled activities will be accomplished during normally scheduled work shifts. When activities associated with the program/project cannot be accomplished either during a workgroup activity or during a normal work shift, and the activities cannot be accomplished in another manner, the workgroup manager shall have the authority to authorize compensation. Employees assigned to a workgroup will be allowed to restructure their daily workload to provide time for workgroup activities, providing that training, fire prevention and other assignments are completed. This may require that certain routine or workgroup activities be conducted beyond the normal workday.

20.15 Participation in CAL FIRE Incident Management Teams:

(a) Participation in this program will include employees specifically requested by CAL FIRE with the concurrence of the Fire Chief.

(b) Participation by employees will be voluntary.

(c) Employees will be expected to participate in team meetings and related training. Meetings will occur approximately five to six days each year and may be held outside of our geographic area. CAL FIRE may provide transportation to and from a meeting, along with meals and other expenses directly to the employee. The City will reimburse employees for travel and other reasonable expenses not provided by CAL FIRE in accordance with existing City policy. CAL FIRE will not reimburse the City for any expenses associated with the meetings. When away at a team meeting, the City will provide coverage for the employee’s normal duty days only. Employees will serve as CAL FIRE volunteers on their off-duty days consistent with FLSA provisions (U.S.C. Section 203 (e)(4)(B)(1988)).

(d) As with any situation where we provide personnel through the Statewide Mutual Aid System, the City will be reimbursed for expenses associated with an actual team activation. Therefore, employees will receive their normal and/or overtime compensation from the City upon team deployment. During activation, CAL FIRE will either provide the employees with a vehicle, or reimburse the employees for expenses associated with using their personal vehicle.

(e) Teams are assigned week-long “stand-by” periods during the course of the year. No stand-by compensation will be provided to the employees during these periods.

20.16 The City shall not utilize any combination of “on-call/seasonal, or temporary” employees in lieu of Regular employees. Union recognizes the City’s right to hire part-time temporary “on-call/seasonal firefighters” to work during declared “fire season” which is normally during the months of May through October. Union also recognizes the City’s right to continue the

“on-call” program, which is utilized to assist Regular employees at the scene of emergency incidents and at various fire prevention activities.

The purpose of the Full Time Limited Term (Apprentice Firefighter) program is to allow for the staffing of three (3) fire personnel (Captain, Engineer, Firefighter/Full Time Limited Term (Apprentice Firefighter)) on each fire engine apparatus and a second Firefighter or Full Time Limited Term (Apprentice Firefighter) on fire truck apparatus. The City and Union agree that the number of Full Time Limited Term (Apprentice Firefighter) positions at any one time will not exceed the number of Regular Firefighters.

Once nine (9) Full Time Limited Term (Apprentice Firefighter) positions are filled, any hiring of Firefighter positions thereafter would be at a ratio of three Regular Firefighters to three Full Time Limited Term (Apprentice Firefighter) positions, until the total of fifteen (15) Regular Firefighter, and fifteen (15) Full Time Limited Term (Apprentice Firefighter) positions has been met.

If the City chooses to hire additional Captains, Engineers, or Firefighters to cover for employee leave, they must first hire Firefighters to replace all Full Time Limited Term (Apprentice Firefighter) positions.

This does not preclude the City from its right to layoffs or station closures, which is addressed in Article 12.8.

20.17 Where required under their job classification, employees shall obtain a California Class C Driver license with Firefighter Endorsement “F” or higher driver’s license class and participate in an annual physical approximately every twelve (12) months. See Exhibit G “The Annual Physical Certification Form” which must be completed by a physician and submitted to Fire Administration as documentation of the annual physical.

20.18 The Boat Team (Redding Fire Department Voluntary Boat Program - SOP Tactics 6.8), dated 3/15/07, will consist of thirty (30) members of which fifteen (15) will be boat drivers and fifteen (15) will be deck hands, excluding Management members. Existing team members will continue to serve on the Team and future Team members will be selected from among those who apply, according to bargaining unit seniority. The City and the Union will conduct an annual review of Boat Team activities beginning February, 2008, and each year thereafter.

20.19 The City and the Union agree to meet and agree over technical rescue capabilities within the Department to include knowledge, skills, and abilities to engage in confined space, trench, high angle, water, heavy equipment/machinery, and building collapse rescues.

20.20 The City will request a CAL EMA Engine that will be staffed by the City under the terms of an OES agreement to be developed by the department.

20.21 Once the City is successful at obtaining a CAL EMA Engine, the Union agrees to train and participate in Low Angle Rope Rescue Operational (LARRO) training on duty and provide this service to the community. The Department will provide state registered instructors for this training.

20.22 The Union and the City have developed and agreed to a Rescue Systems I Program that includes voluntary membership participation, selection process, initial and ongoing training to maintain proficiency in this service. The continued training for this program will be scheduled

on the participating member's off duty days and the member will be eligible for overtime under the terms of Article 9, but will not be eligible for special duty stipend.

20.23 It is agreed that all fire personnel, regardless of rank, with the exception of probationary Fire Fighters, will be allowed to participate in Fire Assignments outside the City provided they have the appropriate training and qualifications under the terms of the Overhead Fire Assignment procedure. Management will establish an availability list of qualified employees to be ordered by outside agencies for these assignments that will provide for rotation to allow all employees an equitable opportunity to participate. In addition, qualified members on the list can be requested by an outside agency, regardless of their position on the list. Probationary Fire Fighters will be able to participate in strike team assignments as part of an Engine company.

20.24 The City and the Union recognize the utilization of retired annuitants by allowing employees to work in their previous position up to a maximum not to exceed nine hundred sixty (960) hours under the terms of the Retired Annuitant Program including the conditions that apply to retired annuitants as outlined in the Retired Annuitant Expectation document.

20.25 The City and Union agree to meet and agree over proposed changes to Exhibit B – City of Redding Class Specifications following approval of this Agreement.

ARTICLE 21: EMPLOYEE GROUP HEALTH AND WELFARE BENEFIT PROGRAMS

21.1 Retirement Plan:

All regular and probationary employees are covered by the California Public Employees' Retirement System (CalPERS) program pursuant to an existing contract with the Public Employees' Retirement System.

a) Tier 1 "Classic" Employees

Regular employees hired prior to September 8, 2012, and those hired after January 1, 2013, considered to be "Classic CalPERS Members" due to previous City of Redding employment will be covered under the three percent (3%) at age fifty (50) retirement benefit with the 12 highest paid consecutive month's final compensation provision ("Tier 1 Employees"). Tier 1 Employees will be covered by the following additional benefits provided through CalPERS:

- Fourth level of 1959 Survivors' Benefits; Post-Retirement Survivors Allowance (Government Code Section 21574);
- Credit for unused sick leave;
- Fifty percent (50%) ordinary disability benefit; and;
- Military service credit buy back option.

In accordance with Government Code section 20516, Tier 1 Employees have agreed to cost sharing resulting in the following employee contributions of twelve percent (12%) of pensionable earnings that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period including January 1, 2025, in accordance with Government Code section 20516, Tier 1 Employees have agreed to cost sharing resulting in an employee contribution of fourteen point seventy-eight percent (14.78%) of pensionable earnings that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Regular Tier 1 Employees vested in Tier 1 who leave City employment and subsequently are rehired will be re-employed with Tier 1 status for CalPERS benefits.

b) Tier 2 “Classic” Employees

Regular employees *hired between September 8, 2012 and January 1, 2013*, and those hired *after January 1, 2013*, who meet the definition of a “Classic CalPERS Members” pursuant to the California Public Employees’ Pension Reform Act of 2013 (PEPRA) but have not been previously employed by the City of Redding, will be covered under the three percent (3%) at age fifty-five (55) retirement benefit formula with the 36 highest paid consecutive month’s final compensation provision (“Tier 2 Employees”). Tier 2 Employees will be covered by the following additional benefits provided through CalPERS:

- Fourth level of 1959 Survivors’ Benefits (Fourth Level); Post-Retirement Survivors Allowance (Government Code Section 21574);
- Credit for unused sick leave;
- Fifty percent (50%) ordinary disability benefit; and;
- Military service credit buy back option.

In accordance with Government Code section 20516, Tier 2 Employees have agreed to cost sharing resulting in the following employee contributions of twelve percent (12%) of pensionable earnings that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period including January 1, 2025, in accordance with Government Code section 20516, Tier 2 Employees have agreed to cost sharing resulting in an employee contribution of thirteen point thirty nine percent (13.39%) of pensionable earnings that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Regular Tier 2 Employees vested in Tier 2 who leave City employment and subsequently are rehired will be re-employed with Tier 2 status for CalPERS benefits.

c) Tier 3 “PEPRA” Employees

Pursuant to the California Public Employees’ Pension Reform Act of 2013 (PEPRA), regular employees *hired after January 1, 2013* who do not otherwise meet the definition of a “Classic CalPERS Member”, will be covered by the 2.7 percent (2.7%) at age fifty-seven (57) retirement benefit formula with the 36 highest paid consecutive month’s final compensation provision as a “New CalPERS Member” (“Tier 3 Employee”). Tier 3 Employees will be covered by the following additional benefits provided through CalPERS:

- Fourth level of 1959 Survivors’ Benefit Program, Survivor Continuance allowance (Government Code Section 21574);
- Credit for unused sick leave;
- Fifty percent (50%) ordinary disability benefit; and
- Military service credit buy back option.

Also pursuant to PEPRA, Tier 3 Employees will be responsible for paying an employee contribution for the retirement benefit of fifty percent (50%) of the total normal cost rate as established by CalPERS on an annual basis that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Contribution rate 3.0%

21.2 Group Health and Welfare Insurance Coverage: All regular employees and Full Time Limited Term (Apprentice Firefighter) employees are eligible to participate in a group health and welfare insurance benefit program, which includes the medical, prescription, dental, vision, life and long term disability insurance plans, effective the first day of employment. The City shall pay the cost of the program for both employee and dependents as indicated below.

(A) Life Insurance: Twice annual salary for employee, \$3,000 for employee's dependents. The City will pay the full cost of the premiums. More specific benefit information is provided in the carrier's booklet.

(B) Health Benefits: The City has established a Section 125 Plan to redirect the portion of the employee's salary to pay, on a pre-tax basis, the employee's contribution toward the medical, prescription, dental and vision insurance composite premium rate.

The City offers two health plans, a "Base Plan" and an optional "Premium Plan". All eligible employees will be enrolled in the "Base Plan" and will have the option on a voluntary basis to enroll in the "Premium Plan" initially, and during the open enrollment period for each subsequent calendar year. Eligible employees that fail to complete the annual open enrollment will automatically be placed in the group health insurance plan they were enrolled in the previous year. Changes will be effective at the beginning of the following calendar year. The City's contribution toward the monthly group health and welfare insurance composite premium rate for the "Base Plan" shall be ninety percent (90%) and the employee will pay ten percent (10%) of the premium rate through a bi-weekly payroll deduction. Employees electing to enroll in the "Premium Plan" will be responsible for premiums beyond the City's contribution of 90% of the "Base Plan" composite rate.

Effective Calendar Year 2024, all employees participating in the Group Health and Welfare Insurance Plan will pay fifteen percent (15%) co-share of premium. The City's contribution toward the monthly group health and welfare insurance composite premium rate for the "Base Plan" shall be 85%. Employees electing to enroll in the "Buy Up Plan" will be responsible for premiums beyond the City's contribution of 85% of the "Base Plan" composite rate.

In an effort to minimize the impact of annual composite premium increases/decreases for the employee, the rate change will be limited to a maximum of twelve and one-half percent (12½%) per year (or the actual percent increase in actual claim costs from the previous calendar year, whichever is lower).

In the event the composite premium rate change is less than 12½%, the employee's percent of the rate shall be the actual percent change unless costs from the year before need to be made up. Effective January 1, 2013, the rate change will be limited to a maximum of twelve and one-half percent (12 ½%) of the "Base Plan" per year (or the actual percent increase in actual costs from the previous calendar year, whichever is lower). The Association and the City agree that costs not made up prior to the end of this Agreement shall be subject to meet and confer in the successive Agreement.

For specifics regarding the City's Group Health and Welfare Benefit Plan, refer to the Benefit Summary Plan Description.

The City reserves the right to modify the group insurance composite rate structure to establish classes of coverage and rates in an effort to create a rate structure more compatible to employee claims experience. The City and the Union agree to meet and confer during the term of this agreement over changes to the group health premium contribution formula/structure when another City of Redding employee group agrees to a change in the group health premium contribution formula/structure. The City will not unilaterally impose a change to the group health premium contribution formula pursuant to this section. The meet and confer process per this section is limited to the issue of group health. The balance of the MOU remains in full force and effect.

Employees with spousal coverage will be allowed to “opt out” of the City’s group health and welfare insurance coverage (cease paying their share of the premium) January 1, 2013. Employees “opting out” of the City’s group health benefits must provide proof of alternative health care coverage on an annual basis during the open enrollment period.

The City and the Union recognize that it is the on-going plan of the City that all bargaining units will have the same group insurance benefits.

C) Prescription Benefit: Employee co-payments as shown in the following table:

	Co-Payment	Effective 1/1/2023 Co-Payment
Retail (34 day supply)		
Generic	\$	\$10.00
Brand	\$	\$50.00
No Generic Available	\$	\$20.00
Mail (90 day supply)		
Generic	\$	\$20.00
Brand	\$	\$100.00
No Generic Available	\$	\$40.00

Note: Maintenance medications (i.e., a medication taken longer than 60 days) that are filled at the retail co-pay amount more than twice will be filled at the mail order co-pay amount.

The cost of the Prescription benefit program is outlined under “Health Benefits” above.

(D) Dental Benefits: The premium cost of the Dental benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Dental Plan, refer to the Benefit Summary Plan Description.

(E) Long Term Disability: The City has agreed to pay an equivalent monthly premium amount to the Union to purchase their own long-term disability policy. The monthly amount shall be equal to the premium the City would pay if Union members participated in the City’s long-term disability program for safety employees.

(F) Vision Benefits: The premium cost of the Vision benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Vision Plan, refer to the Benefit Summary Plan Description.

Effective January 1, 2013, health benefits not provided by Blue Shield will no longer be offered.

21.3 All active employees hired prior to October 1, 2011, who retire from the City and are eligible for CalPERS benefits upon separation of service shall be eligible for the City to pay a fifty percent (50%) proportionate share of costs of the insurance premium should the retiring employee elect to participate in the group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status and to continue to receive the benefit, the retired employee must continue the group medical insurance during retirement without a break in coverage. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death of a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse.

All active employees hired on or after October 1, 2011 who retire from the City with five (5) or more years of City service (and eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay a proportionate share of costs of the insurance premium should the retiring employee elect to participate in any group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS and continue the group medical insurance without a break in coverage. To maintain a qualified status, and to continue to receive the benefit, the retired employee, and their covered spouses who reach Medicare A/B eligibility age must enroll in Medicare. For those retirees who qualify, the City shall pay a proportionate share of the cost of the insurance premiums in accordance with the following formula: 2% for every year of service with the City of Redding up to a maximum of 50%. Years of service include all Full Time Limited Term (Apprentice Firefighter) employment, regardless of break in service until regular employee status occurs. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. The City will not contribute payments on behalf of any retiree except as set forth above. Following the death of a retiree the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse.

Retiring employees who were hired or worked under a different Memorandum of Understanding (MOU) or City Resolution shall be vested with the greatest retiree premium co-share formula in effect and for which that employee qualified for during his or her term of employment.

Beginning Calendar Year 2013, the City will offer two health plans, a "Base Plan" and an optional "Premium Plan". All retired employees participating in the group health plan will be enrolled in the "Base Plan" and will have the option on a voluntary basis to enroll in the "Premium Plan" initially, and during the open enrollment period for each subsequent calendar year. Changes will be effective at the beginning of the following calendar year. The City shall pay a proportionate share of the cost of the "Base Plan" insurance premiums as outlined above. Participating retired employees electing to enroll in the "Premium Plan" will be responsible for premiums beyond the City's contribution of the "Base Plan" composite rate.

21.4 Regular and Full Time Limited Term (Apprentice Firefighter) employees are eligible to participate in the City's Deferred Compensation Plan through voluntary payroll deductions from the employee's pay.

21.5 During the term of this agreement, the City and the Union agree to meet and discuss the recommendations of the Health Insurance Committee.

ARTICLE 22: ENTIRE AGREEMENT

22.1 The parties acknowledge that during the negotiations which resulted in this Memorandum of Understanding each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Memorandum of Understanding. Therefore, the City and the Union, for the duration of this Memorandum of Understanding, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to, or covered in this Memorandum of Understanding, or with respect to any subject or matter not specifically referred to, or covered in this Memorandum of Understanding, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum of Understanding. Any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Both parties acknowledge that such waiver and relinquishment as set forth above carries with it the commensurate prohibition for either party to effect a unilateral change in an employment condition falling within the scope of negotiations under Government Code Section 3500 et. seq.

ARTICLE 23: TERM

23.1 This Memorandum of Understanding, having taken effect as of July 1, 1974, and having thereafter been amended from time to time shall continue in full force and effect until the thirty first day of December, 2024 and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter. The bargaining for the Memorandum of Understanding will begin no later than January 1, 2024. Notwithstanding the foregoing, however, whenever the public's need for fire protection service is not met by off-duty personnel following an all-call paging for a major emergency (defined as one in which available on-duty personnel are not sufficient to handle a critical situation), the City may be giving written notice to the Union to reopen negotiations on the subject of establishing procedures for off-duty employee response necessary to meet the public's need for fire protection service.

23.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

23.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

23.4 Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this Memorandum of Understanding, however, shall remain in full force and effect. The parties may, however, by mutual agreement reopen negotiations on the impact of any conflict.

IN WITNESS WHEREOF the parties have executed amendments to this Memorandum of Understanding, to be effective July 9, 2023.

CITY OF REDDING

REDDING FIREFIGHTERS,
LOCAL 1934, IAFF

Barry Tippin
City Manager

Mark Bartley
Labor Representative, IAFF

Gage Dungy
Negotiator

Michael Ham
President

Kari Kibler
Personnel Director

Mike Henry
Negotiator

Kelley Martinez
Personnel Manager

Matthew Oliphant
Negotiator

Justin Smith
Negotiator

Joe Hansen
Negotiator

Brett Morris
Negotiator

Steven Tenorio
Negotiator

Kathleen Mastagni Storm
Labor Attorney, IAFF

REDDING FIRE FIGHTERS
EXHIBIT "A-1"
Effective: July 9, 2023

	Step - Hourly Pay Rate															
	1	2	3	4	5	6	7	8	9							
770 Apprentice Firefighter	\$17.89	18.79	19.73	20.72	21.75											
775 Apprentice Firefighter	\$25.05 *	26.30 *	27.62 *	29.00 *	30.45 *											
780 Firefighter	\$21.75	\$22.84	\$23.98	\$25.18	\$26.44	\$27.76	\$29.15	\$30.60	\$32.13							
785 Firefighter	\$30.45 *	\$31.97 *	\$33.57 *	\$35.24 *	\$37.01 *	\$38.86 *	\$40.80 *	\$42.84 *	\$44.98 *							
				1	2	3	4	5	6	7	8	9				
760 Fire Engineer				\$25.18	\$26.44	\$27.76	\$29.15	\$30.60	\$32.13	\$33.74	\$35.43	\$37.20				
765 Fire Engineer				\$35.24 *	\$37.01 *	\$38.86 *	\$40.80 *	\$42.84 *	\$44.98 *	\$47.23 *	\$49.59 *	\$52.08 *				
								1	2	3	4	5	6	7	8	9
710 Fire Captain								\$29.15	\$30.60	\$32.13	\$33.74	\$35.43	\$37.20	\$39.06	\$41.01	\$43.06
715 Fire Captain								\$40.80 *	\$42.84 *	\$44.99 *	\$47.23 *	\$49.60 *	\$52.08 *	\$54.68 *	\$57.41 *	\$60.28 *
750 Fire Prevention Inspector- <u>Officer</u>								\$29.15	\$30.60	\$32.13	\$33.74	\$35.43	\$37.20	\$39.06	\$41.01	\$43.06
755 Fire Prevention Inspector- <u>Officer</u>								\$40.80 *	\$42.84 *	\$44.99 *	\$47.23 *	\$49.60 *	\$52.08 *	\$54.68 *	\$57.41 *	\$60.28 *

* 40-hour week
All other rates are for a 56-hour week

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

REDDING FIRE FIGHTERS
EXHIBIT "A-2"
Effective: January 7, 2024

	Step - Hourly Pay Rate														
	1	2	3	4	5	6	7	8	9						
770 Apprentice Firefighter	\$18.61	19.54	20.52	21.54	22.62										
775 Apprentice Firefighter	\$26.05 *	27.35 *	28.72 *	30.16 *	31.66 *										
780 Firefighter	\$22.62	\$23.75	\$24.94	\$26.19	\$27.49	\$28.87	\$30.31	\$31.83	\$33.42						
785 Firefighter	\$31.66 *	\$33.25 *	\$34.91 *	\$36.65 *	\$38.49 *	\$40.41 *	\$42.43 *	\$44.55 *	\$46.78 *						
				1	2	3	4	5	6	7	8	9			
760 Fire Engineer				\$26.19	\$27.49	\$28.87	\$30.31	\$31.83	\$33.42	\$35.09	\$36.85	\$38.69			
765 Fire Engineer				\$36.65 *	\$38.49 *	\$40.41 *	\$42.43 *	\$44.55 *	\$46.78 *	\$49.12 *	\$51.58 *	\$54.16 *			
							1	2	3	4	5	6	7	8	9
710 Fire Captain							\$30.31	\$31.83	\$33.42	\$35.09	\$36.85	\$38.69	\$40.62	\$42.65	\$44.79
715 Fire Captain							\$42.44 *	\$44.56 *	\$46.78 *	\$49.12 *	\$51.58 *	\$54.16 *	\$56.87 *	\$59.71 *	\$62.70 *
750 Fire Prevention Officer							\$30.31	\$31.83	\$33.42	\$35.09	\$36.85	\$38.69	\$40.62	\$42.65	\$44.79
755 Fire Prevention Officer							\$42.44 *	\$44.56 *	\$46.78 *	\$49.12 *	\$51.58 *	\$54.16 *	\$56.87 *	\$59.71 *	\$62.70 *

* 40-hour week
All other rates are for a 56-hour week

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

EXHIBIT “B” – CITY OF REDDING CLASS SPECIFICATIONS

The following definitions apply to all classifications as listed in “Exhibit A”:

Collateral Duties – Duties that can be assigned to an individual employee in addition to their regular or normal duties assigned. The duties can be assigned to the employee because they pertain to and are directly related to the employee’s stated duties under the items as described in “Exhibit B” City of Redding Classification Specification: Definition. Because these duties are evaluated and documented on an Employee’s performance evaluation, they cannot require additional education, experience, training, knowledge, or abilities other than those already required to perform the items described in “Exhibit B” of the Employee’s job specifications.” Examples include: nozzle repair, SCBA repair, fit testing.

Special Duties/Projects – Duties or projects that fall under this category shall be of a voluntary nature. These may require additional education, experience, training, knowledge, or abilities, other than those required to perform the items described in “Exhibit B” of the Employee’s job specifications. Examples include: welding, woodworking, construction projects.

APPRENTICE FIREFIGHTER

DEFINITION: Under immediate supervision, performs all types of fire suppression, prevention, and emergency medical rescue work; promotes fire prevention and code enforcement.

DISTINGUISHING CHARACTERISTICS: Positions assigned to this class are a limited term (five (5) year term maximum) probationary firefighting position, and are considered at will. When initially employed, incumbents may not have prior practical firefighting experience. Employees in this position will have successfully completed an entry level firefighter training program as required/established by the City of Redding prior to appointment. Apprentice Firefighters are expected to perform the full range of fire suppression, safety and prevention duties assigned to the class and to work toward obtaining journey-level skills in all areas of work assigned. This classification is distinguished from the Fire Fighter classification in that the Fire Fighter position is a journey-level position.

EXAMPLES OF DUTIES:

NOTE: The following are the duties performed by employees in this classification. However, employees may perform other related duties. Not all duties listed are necessarily performed by each individual in the classification.

1. Responds to reported emergencies with a company on a fire apparatus.
Measures - Conformance to training standards.
2. Rescues persons endangered by fire and other hazards.
Measures - Responsiveness to orders and procedures.

3. Operates hose streams; performs ventilation, salvage and overhaul to extinguish fires and minimize damage.
Measures - Responsiveness to orders and procedures.
4. Performs first aid, resuscitation, and defibrillation (if training is appropriate).
Measures - Application of accepted medical protocols.
5. Operates firefighting equipment and medical rescue equipment.
Measures - Safety record, knowledge of district and City streets, training record.
6. Inspects housing, industrial and commercial occupancies, writes notices of hazards and makes re-inspections; conducts home safety checks.
Measures - Application of appropriate fire code.
7. Presents fire and life safety education programs; conducts tours of the fire station.
Measures - Acceptance by public.
8. Participates in firefighting tactics and physical training.
Measures - Follows routine and orders as established.
9. Keeps records and prepares reports.
Measures - Follows accepted practices.
10. Participates in pre-fire planning with the company.
Measures - Number of pre-fire plans.
11. Maintains fire station.
Measures - Condition of station.
12. Performs related duties as assigned.
Measures - Quantity and quality of additional work.

QUALIFICATIONS:

Knowledge of: Modern fire prevention and suppression principles methods and equipment; principles of hydraulics as applied to firefighting equipment; construction and operation of private and public water supplies, standpipes, fire pumps, aerial ladders, elevating platforms; all City and outlying streets and the location of fire hydrants and fire department connections in the district; Federal, State and local vehicle safety regulations.

Ability to: Interact effectively with the public and employees; remain calm and safe during emergency conditions; pass the medical examination, including vision and hearing examinations, and perform the required physical fitness tests for the position; maintain effective working relationships with fellow employees and the public.

Education: Any combination of training and experience that provides the required knowledge, skills, and abilities is qualifying; high school diploma or GED is required. A.A. Degree in Fire

Technology, or 60 semester units from an accredited college is preferred, but not required as long as applicant is enrolled in an accredited college working towards those goals.

Experience: No prior experience required.

Special Requirements:

Meet the certification requirements for Firefighter I Certification as issued by California State Fire Marshal OR meet the certification requirements for Firefighter I from a State of California accredited college, and either California Emergency Medical Technician I or First Responder.

Possession of California C driver's license, or the ability to acquire one within ten days of appointment.

FIREFIGHTER

DEFINITION: Under immediate supervision, performs all types of fire suppression, prevention, and emergency medical rescue work; promotes fire prevention and code enforcement.

DISTINGUISHING CHARACTERISTICS: Positions assigned to this class perform both probationary and journey-level firefighting and fire prevention work. When initially employed, incumbents are expected to have prior practical firefighting experience and are expected to successfully complete a probationary firefighter training program as established by the City of Redding, with work toward the completion of California State Firefighter II certification. Firefighters are expected to perform the full range of fire suppression, safety and prevention duties assigned to the class and to obtain journey-level skills in all areas of work assigned. This classification is distinguished from the Fire Engineer classification in that the Fire Engineer is responsible for the operation and maintenance of fire apparatus and related equipment.

EXAMPLES OF DUTIES:

NOTE: The following are the duties performed by employees in this classification. However, employees may perform other related duties. Not all duties listed are necessarily performed by each individual in the classification.

1. Responds to reported emergencies with a company on a fire apparatus.
Measures - Conformance to training standards.
2. Rescues persons endangered by fire and other hazards.
Measures - Responsiveness to orders and procedures.
3. Operates hose streams; performs ventilation, salvage and overhaul to extinguish fires and minimize damage.
Measures - Responsiveness to orders and procedures.
4. Performs first aid, resuscitation, and defibrillation (if training is appropriate).

- Measures* - Application of accepted medical protocols.
5. Operates firefighting equipment and medical rescue equipment.
Measures - Safety record, knowledge of district and City streets, training record.
 6. Inspects housing, industrial and commercial occupancies, writes notices of hazards and makes re-inspections; conducts home safety checks.
Measures - Application of appropriate fire code.
 7. Presents fire and life safety education programs; conducts tours of the fire station.
Measures - Acceptance by public.
 8. Participates in firefighting tactics and physical training.
Measures - Follows routine and orders as established.
 9. Keeps records and prepares reports.
Measures - Follows accepted practices.
 10. Participates in pre-fire planning with the company.
Measures - Number of pre-fire plans.
 11. Maintains fire station.
Measures - Condition of station.
 12. Performs related duties as assigned.
Measures - Quantity and quality of additional work.

QUALIFICATIONS:

Knowledge of: Modern fire prevention and suppression principles methods and equipment; principles of hydraulics as applied to firefighting equipment; construction and operation of private and public water supplies, standpipes, fire pumps, aerial ladders, elevating platforms; all City and outlying streets and the location of fire hydrants and fire department connections in the district; Federal, State and local vehicle safety regulations.

Ability to: Interact effectively with the public and employees; remain calm and safe during emergency conditions; pass the medical examination, including vision and hearing examinations, and perform the required physical fitness tests for the position; maintain effective working relationships with fellow employees and the public.

Education: Any combination of training and experience that provides the required knowledge, skills, and abilities is qualifying; typical education would include a high school diploma, equivalent of A.A. Degree in Fire Technology, or 60 semester units from an accredited college or equivalent.

Experience: No prior experience required.

Special Requirements:

State Certified Firefighter I, and Emergency Medical Technician I or greater certification.

possession of California Class C driver's license with Firefighter Endorsement "F" or higher driver's license class, or the ability to acquire one within one year of appointment..

FIRE ENGINEER

DEFINITION: Under general supervision, performs all types of fire suppression, prevention, and emergency medical rescue work; promotes fire prevention and code enforcement.

DISTINGUISHING CHARACTERISTICS: Positions assigned to this class perform journey-level firefighting and fire prevention work. Incumbents are expected to have successfully completed the appropriate training programs as established by the City of Redding. Fire Engineers are expected to perform the full range of fire suppression, safety and prevention duties assigned to the class and to perform journey-level skills in all areas of work assigned. The Fire Engineer is responsible for the operation and maintenance of fire apparatus and related equipment. The Fire Engineer is the primary driver and pump operator of fire apparatus in the department.

EXAMPLES OF DUTIES:

NOTE: The following are the duties performed by employees in this classification. However, employees may perform other related duties. Duties listed are not necessarily performed by each individual in the classification.

1. Responds to reported emergencies with a company on a fire apparatus.
Measures - Conformance to training standards.
2. Rescues persons endangered by fire and other hazards.
Measures - Responsiveness to orders and procedures.
3. Operates hose streams; performs ventilation, salvage and overhaul to extinguish fires and minimize damage.
Measures - Responsiveness to orders and procedures.
4. Performs first aid, resuscitation and defibrillation.
Measures - Application of accepted medical protocols.
5. Operates all firefighting vehicles, equipment, apparatus and medical rescue equipment.
Measures - Safety record, knowledge of district and City streets, training record.
6. Inspects housing, industrial and commercial occupancies, writes notices of hazards and makes re-inspections; conducts home safety checks.
Measures - Application of appropriate fire code.

7. Presents fire and life safety education programs; conducts tours of the fire station.
Measures - Acceptance by the public.
8. Participates in firefighting tactics, apparatus operation and physical training.
Measures - Follows routine and orders as established.
9. Calculates hydraulic calculations for fire ground operation.
Measures - Calculations are accurate.
10. Keeps records and prepares reports.
Measures - Follows accepted practices.
11. Participates in pre-fire planning with his/her company.
Measures - Number of pre-fire plans.
12. Maintains fire station.
Measures - Condition of station.
13. Performs related duties as assigned.
Measures - Quantity and quality of additional work.

QUALIFICATIONS:

Knowledge of: Modern fire prevention and suppression principles methods and equipment; principles of hydraulics as applied to firefighting equipment and apparatus; construction and operation of private and public water supplies, standpipes, fire pumps, aerial ladders, elevating platforms, and all equipment provided on fire apparatus; all City and outlying streets and the location of fire hydrants, and fire department connections in the district; Federal, State and local vehicle safety regulations applicable to the operation of fire apparatus.

Ability to: Interact effectively with the public and employees. Efficiently operate all apparatus, including pumping engines, aerial ladders, elevating platforms and other special motorized apparatus; accurately calculate hydraulics and develop effective hose streams during emergency conditions; drive and operate apparatus calmly and safely during emergency conditions; pass the medical examination, including vision and hearing examinations, and perform the required physical fitness tests for the position; perform tests and preventative maintenance required for apparatus; maintain effective working relationships with fellow employees and the public.

Education: Any combination of training and experience that provides the required knowledge, skills, and abilities is qualifying; typical education would include a high school diploma, Associate of Arts Degree in Fire Technology, or 60 semester units from an accredited college or equivalent.

Experience: Typical experience would include two years of paid full-time experience as a City of Redding Fire Fighter.

Special Requirements:

Satisfactory completion of State Certified Firefighter II and State certified driver operation 1A and 1B or its equivalent. Certified as an Emergency Medical Technician I, or certified as a First Responder D.

Possession of the appropriate California driver's license.

FIRE PREVENTION OFFICER

DEFINITION: Under general supervision performs code enforcement; inspection of all business licenses that are issued in the City for initial and follow-up inspections to assure business compatibility with building occupancy; inspection of homes for the elderly and day care homes which require special licensing.

DISTINGUISHING CHARACTERISTICS: This is a journey level class within the Fire Department. Employees within this class perform the full range of fire prevention inspection duties with only occasional instruction or assistance and are fully aware of the operating procedures and policies of the department.

EXAMPLES OF DUTIES:

NOTE: The following are the duties performed by employees in this classification. However, employees may perform other related duties. Not all duties listed are necessarily performed by each individual in the classification.

1. Inspection of premises for issuance of business licenses.
Measures - Number of licenses issued.
2. Investigation of all types of fires.
Measures - Number of investigations.
3. Code enforcement for building, plumbing, electric and related and appropriate fire codes.
Measures - Number of inspections.
4. Weed abatement.
Measures - Number of abatements.
5. Abatement of abandoned automobiles.
Measures - Number of automobiles.
6. Writing of related reports.
Measures - Number of reports written.
7. Performs related duties as assigned.
Measures - Quality and quantity of additional work.

QUALIFICATIONS:

Knowledge of: All appropriate Building Codes, Fire Codes, and City policies and regulations; investigation techniques; and instructor training procedures.

Ability to: Interact effectively with the public and employees. Carry out all assigned responsibilities with skill, efficiency, and accuracy.

Education: Any combination of training and experience that provides the required knowledge, skills, and abilities is qualifying; typical education would include a high school diploma, an Associate of Arts degree in Fire Science from an accredited college, or equivalent, and additional course work, or training in the Uniform Building and Fire Codes.

Experience: Typical experience would include three years full-time paid experience in fire suppression.

Special Requirements:

Emergency Medical Technician I or greater certification. Possession of the appropriate California driver's license, or ability to acquire one within ten days of appointment.

Effective January 28, 2007, Fire Prevention Officer can be assigned and required to be "on-call" and be available to respond to incidents for fire investigation purposes.

FIRE CAPTAIN

DEFINITION: Under direction, serves as the officer in charge of a fire company with responsibilities for the control, direction, and disciplining of company personnel, and for the care, operation, and maintenance of all property assigned to the company; directs the activities of company personnel at scenes of fire, medical emergencies and rescues.

DISTINGUISHING CHARACTERISTICS: The Fire Captain is responsible for the supervision of an assigned fire company and coordination of activities of the Fire Engineers and Firefighters. The Fire Captain is distinguished from the Fire Battalion Chief in that the latter are directly responsible for the continuous supervision, management and the coordination of activities of an assigned shift of personnel.

EXAMPLES OF DUTIES:

NOTE: The following are the duties performed by employees in this classification. However, employees may perform other related duties. Not all duties listed are necessarily performed by each individual in the classification.

1. Responds to fire, medical, and other emergency incidents.
Measures - Speed and responsiveness to the emergency.
2. Makes decisions as to methods of dealing with the emergency, including deployment of personnel and apparatus.
Measures - Decisions are based on fire department rules and regulations and professional standards.
3. Directs fire suppression, rescue, first aid, and salvage operations until relieved of command by a superior officer.
Measures - Direction is in conformance with department rules and regulations and proper safety precautions are utilized.
4. Plans, supervises and participates in inspections of building and installations for fire hazards, and fire safety systems as required by local, State and Federal laws.
Measures - Compliance to appropriate statutes.
5. Schedules and directs station, apparatus, hose and hydrant maintenance programs.
Measures - Working condition of equipment remains in working order and useful life is extended.
6. Inspects and evaluates station personnel and maintains discipline.
Measures - Employee morale and performance is maintained at a consistently high level.
7. Instructs and drills company personnel in fire fighting and fire prevention methods, techniques, and related areas.
Measures - Personnel are kept up to date on current trends and methods.
8. Plans and schedules work assignments of station, or battalion personnel.
Measures - Efficient and judicious use of personnel.
9. Prepares and maintains records and reports.
Measures - Records and reports are accurate and completed in a timely fashion.
10. Performs related fire service duties as assigned.

QUALIFICATIONS:

Knowledge of: Advanced methods and techniques of fire fighting, fire prevention and emergency medical services; the operation and maintenance of fire fighting equipment, apparatus, and specialized materials; Federal, State, and City laws pertaining to fire protection; mechanical, chemical and related characteristics of a wide variety of materials, such as flammable liquids, and explosives; department rules, regulations, and policies.

Ability to: Interact effectively with the public and employees. Evaluate emergency situations calmly, quickly, rationally and determine effective course(s) of action; organize and direct the work of others, and maintain discipline and morale; train personnel; operate fire apparatus and

auxiliary equipment; keep records and make reports; maintain physical fitness requirements as prescribed by the Fire Department.

Education: Any combination of training and experience that provides the required knowledge, skills, and abilities is qualifying; typical education would include a high school diploma, Associate of Arts Degree in Fire Technology.

Experience: Typical experience would include a minimum of five years of full-time paid fire suppression experience in the Redding Fire Department; two of the five years must be as a full-time Fire Engineer.

Special Requirements:

Certified as an Emergency Medical Technician I, or certified as a First Responder D.

Effective upon MOU Ratification candidates must have satisfactorily completed and possess:

- State of California Certified Fire Officer, or
- State of California Certified Company Officer, or
- Education requirement for State of California Company Officer, or
- Fire Department Employees hired prior to December 31, 2016 with any six (6) of the ten (10) State of California Fire Officer training program courses.

Possession of the appropriate California driver's license.

**CITY OF REDDING FIRE DEPARTMENT
PERFORMANCE EVALUATION RATING SYSTEM
FIRE CAPTAIN**

Employee Name: _____ Date: _____

Evaluation Period From: _____ To: _____

E = Exceeds Standards Work performance exceeds established Department standards.
M = Meets Standards Work performance consistently meets established Department standards.
U = Unsatisfactory Work performance has reached or has deteriorated to such a degree that it is clearly and consistently not acceptable by established Department standards.

E	M	U	CATEGORY	COMMENTS
I. SUPERVISION				
A. Performance Assurance				
			You will receive a satisfactory rating in this category if the following conditions are met:	
			X Your employees all meet the performance expectation for their position.	
			X In those cases where the employee is not meeting performance expectations, you have taken those actions necessary (as per policy and procedures) to correct the deficiency one way or another, or	
			X You have justified to your supervisor why above items do not apply.	
B. Employee Relations				
			X Treat employees with respect.	
			X Dispense assignments, rewards and discipline evenly.	
			X Praise in public; reprimand in private.	
			X Keep employees informed of things which affect them.	
			X Make yourself available to your employees. Be open to discussion of problems, issues and represent employee issues to management if resolution exceeds your authority.	
			X Promote employee morale and a positive working environment.	
C. Employee Development				
			X Assess personnel training and developmental needs and act accordingly.	
			X Support personnel growth.	
II. ADMINISTRATION AND PROBLEM SOLVING				
			X You are expected to effectively administer the activities of your company.	

Employee Initials: _____

Rating Supervisor Initials: _____

FC Page 1

(01/99)

E	M	U	CATEGORY	COMMENTS
II. ADMINISTRATION AND PROBLEM SOLVING (continued)				
			X Make provisions for applicable leave per policy, guidelines or MOU.	
			X Insure personnel assignments are administered per policy.	
			X Maintain payroll and time keeping records.	
			X Complete performance appraisals as needed by due date.	
			X Recognize potential problems and take appropriate actions.	
			X Maintain communication within the chain of command.	
			X Complete and maintain the daily log.	
			X Be familiar and act in accordance with policies, guidelines and MOU.	
III. EMERGENCY RESPONSE OPERATIONS				
			X You stay in a state of readiness for all emergency calls.	
			X You are belted in the apparatus ready to respond as soon as possible or within a maximum of one minute, thirty seconds after completion of dispatch. Avoid patterns of delayed response to emergency calls.	
A. Fire Suppression				
			X Follow directions and commands of the assigned supervisor.	
			X Complete tasks assigned or inform supervisor if unable.	
			X Perform tasks as per policy, procedures and safety guidelines.	
			X Perform to the levels of Firefighter 2 standards as per CSFM Firefighter 2 standards.	
B. Emergency Medical				
			X Follow directions and commands of the assigned supervisor.	
			X Complete tasks assigned or inform supervisor if unable.	
			X Perform tasks as per policy, procedures and safety guidelines and within scope of certification and authorization.	
B. Haz-Mat				
			X Follow directions and commands of the assigned supervisor.	

EMPLOYEE NAME:

DATE:

Employee Initials:

Rating Supervisor Initials:

FC Page 3

(01/99)

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
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			Haz-Mat (continued)	
			X Complete tasks assigned or inform supervisor if unable.	
			X Will perform tasks as per policy, procedures and safety guidelines.	
			X The Captain shall maintain the following certification as provided by the Fire Department: First Responder Operational.	

IV. WORK HABITS

			X You are expected to be productively engaged in the Department's work while on paid time unless directed to do otherwise per policy. Comply with your supervisor's assignments and priorities as directed.	
			X Arrive in time to start your shift at 0800 hours, ready for work with full uniform and equipment per policy, procedures and directives.	
			X Take breaks as authorized by your supervisor.	
			X Use sick leave as directed by policy.	
			X Complete assignments within assigned time frames.	
			X Follow the chain of command as per policy.	
			X You shall remain on duty until relieved or released by your supervisor.	

V. SAFETY

C. General

			X Conduct your work in a manner which promotes the safety of yourself and others.	
			X Avoid patterns of behavior which place you and others at risk and which risks unnecessary damage to equipment and facilities.	

C. Follows Code of Safe Practices

			X Safety evacuation precautions.	
			X Personal protective equipment.	
			X SCBA.	
			X PASS.	
			X Water supply.	
			X Ground ladders.	
			X Utilities.	
			X Haz-Mat.	
			X Interior operations.	

Employee Initials:

Rating Supervisor Initials:

FC Page 4

(01/99)

EMPLOYEE NAME:

DATE:

			X	Ventilation.	
			X	Backdraft.	

E	M	U	CATEGORY		COMMENTS
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B. **Follows Code of Safe Practices (continued)**

			X	Ventilation	
			X	Wildland fires (include Ten Standard Firefighting Orders).	
			X	Operate vehicles per applicable laws, Department procedures and supervisory directives.	
			X	Participate in tail gate safety meetings while on duty.	

VI. INTERNAL RELATIONS

B. General

			X	You are expected to conduct yourself in a manner which supports the Department and City effort in accomplishing its mission.	
			X	Generally, your interactions with others should have a positive impact on the Department and its accomplishments.	

B. Interpersonal

			X	Treat co-workers and supervisors with respect.	
			X	Treat the belongings, materials, tools and equipment of others with respect.	
			X	When differences arise, find constructive ways to resolve them.	
			X	Do not allow differences to disrupt your work or the work of others.	
			X	Regardless of personal differences, work with others in supportive ways.	
			X	Avoid racial, sexual, ethnic, religious and cultural slurs as per City policy.	
			X	From time to time, it is natural to disagree with policies, direction, decisions, etc. When you work for others it is unavoidable. Most people find ways to work harmoniously with aspects of the work environment even though not always in accord with personal preferences. For the sake of the Department, you are expected to do likewise. If you have complaints, problems or disagreements of a compelling nature, process them through the chain of command, offering constructive suggestions for resolutions. Avoid repeated complaints which do not contribute to a solution, but only create further problems and disruption.	

Employee Initials:

Rating Supervisor Initials:

FC Page 5

(01/99)

EMPLOYEE NAME:

DATE:

			X	Comply with the City/Department grievance and appeal policies and procedures.	
			X	Comply with City sexual harassment policy.	

E	M	U	CATEGORY		COMMENTS
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VII. PUBLIC RELATIONS

			X	Conduct your work in a manner which fosters good public relations and public support for the Department and the City.	
			X	Follow the Department's Rules of Conduct.	
			X	Avoid profanity, sarcasm, voice tone and body language which are interpreted as discourteous.	
			X	Avoid behavior which would bring discredit to the Department and the City.	
			X	Keep your supervisor advised of any confrontations with members of the public or other departments.	
			X	Treat members of the public and other agencies with respect.	

VIII. PREVENTION

			X	You are expected to conduct your fire prevention duties as assigned and per policy and procedures.	
			X	Follow directions and commands of the Battalion Chief or assigned supervisor.	

IX. TRAINING AND DEVELOPMENT

			X	Participation and leadership in training exercises.	
			X	Maintain skills necessary for the job.	
			X	Participate fully in drills and exercises so that your skills can be monitored and expanded.	
			X	Open to and comply with critiques and suggestions for improvement. If you disagree with critiques and suggestions, bring it to your supervisor in private and suggest your approach for adoption. If this fails, comply with the approaches requested by your supervisor.	
			X	Shall perform to the levels of Firefighter 2 standards as per the CSFM Firefighter 2 training manual.	

X. EQUIPMENT USE AND MAINTENANCE

			X	Maintain equipment in a manner most likely to assure safe working order and good appearance.	
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Employee Initials:

Rating Supervisor Initials:

FC Page 6

(01/99)

EMPLOYEE NAME:

DATE:

			X	Keep vehicles free of trash and unnecessary items.	
			X	Insure maintenance checks per guidelines as assigned.	
			X	Report damage to any Department equipment observed to immediate supervisor.	

E	M	U	CATEGORY		COMMENTS
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X. EQUIPMENT USE AND MAINTENANCE (continued)

			X	Return equipment, tools, etc., to their proper place.	
			X	Notify Engineer of removal of any equipment or tools from apparatus.	
			X	Must maintain a current appropriate California driver license with endorsements.	

XI. FACILITIES USE AND MAINTENANCE

			X	Use and maintain City and Department facilities in a manner likely to assure good working order and appearance.	
			X	Oversee cleaning and upkeep of the fire station and facilities as directed.	
			X	Report to supervisor, or correct, any observed damage to facilities, appliances, etc.	
			X	Correct minor spills, littering, or out-of-place objects when encountered.	
			X	Leave work/living areas in a clean, neat condition free of trash, food, drinks.	
			X	Do fair share of clean up.	

XII. PUBLIC EDUCATION

			X	Participate in the Department's public education efforts as assigned.	
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XIII. APPEARANCE AND GROOMING

			X	Maintain a professional appearance in the cleanliness and upkeep of uniform and equipment.	
			X	Present self to the Department and the public in a manner most likely to inspire confidence and respect.	
			X	Meet or exceed minimum standards as outlined in the Department's Uniform and Grooming Policy.	
			X	Take personal responsibility for complying with the policy.	
			X	Exercise good personal hygiene.	

XIV. REPORTS AND ROUTINE PAPERWORK

Employee Initials:

Rating Supervisor Initials:

FC Page 7

(01/99)

EMPLOYEE NAME: _____

DATE: _____

			X	Submit reports and other written materials that are usable with a minimum of re-work.	
			X	Routine reports and submittals are on time and per Department guidelines.	

XV. COLLATERAL DUTIES, PROJECTS AND COMMITTEES (continued)

			X	Complete special tasks in a manner requested.	
			X	Report to immediate supervisor specially assigned tasks.	

E	M	U	CATEGORY		COMMENTS
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XV. COLLATERAL DUTIES, PROJECTS AND COMMITTEES (continued)

			X	Resolve conflict of special assignments with regular work expected by immediate supervisor through your immediate supervisor.	
			X	Submit work by due dates and times, or renegotiate a new date in advance.	
			X	Follow Department policy, procedures and guidelines in the conduct of these special assignments.	

COMMENTS:

This report represents my best judgement of the employee's performance based on my observations and knowledge.

Rating Supervisor's Signature: _____

Date: _____

This report has been discussed with me.

Employee's Signature: _____

Date: _____

Battalion Chief's Signature: _____

Date: _____

Deputy Chief's Signature: _____

Date: _____

Employee Initials: _____

Rating Supervisor Initials: _____

EMPLOYEE NAME:

DATE:

Fire Chief's Signature:

Date:

Employee Initials:

Rating Supervisor Initials:

FC Page 9

(01/99)

EMPLOYEE NAME:

DATE:

A.

Employee Initials:

Rating Supervisor Initials:

FE Page 1

(01/99)

**1 CITY OF REDDING FIRE DEPARTMENT
 PERFORMANCE EVALUATION RATING SYSTEM
 FIRE ENGINEER**

EmployeeName: _____ Date: _____

Evaluation Period From: _____ To: _____

E = Exceeds Standards

Work performance exceeds established Department standards.

M = Meets Standards

Work performance consistently meets established Department standards.

U = Unsatisfactory

Work performance has reached or has deteriorated to such a degree that it is clearly and consistently not acceptable by established Department standards.

E	M	U	CATEGORY	COMMENTS
I. EMERGENCY RESPONSE/OPERATIONS				
			You will receive a satisfactory rating in this category if the following conditions are met:	
			· You stay in a state of readiness for all emergency calls.	
			· You are belted in the apparatus, ready to respond as soon as possible or within a maximum of one minute, thirty seconds after completion of dispatch. Avoid patterns of delayed response to emergency calls.	
A. Fire Suppression				
			· Follow directions and commands of the Captain or assigned supervisor.	
			· Complete tasks assigned or inform supervisor if unable.	
			· Perform tasks as per policy, procedures and safety guidelines.	
			· Perform to the levels of Firefighter 2 standards as per CSFM Firefighter 2 training manual.	
A. Emergency Medical				
			· Follow directions and commands of the Captain or assigned supervisor.	

Employee Initials:

Rating Supervisor Initials:

FE Page 1

(01/99)

			· Complete tasks assigned or inform supervisor if unable.	
			· Perform tasks as per policy, procedures and safety guidelines and within scope of certification and authorization	

A. **Haz-Mat**

			· Follow directions and commands of the Captain or assigned supervisor.	
			· Complete tasks assigned or inform supervisor if unable.	
			· Perform tasks as per policy, procedures and safety guidelines.	
			· The Fire Engineer shall maintain the following certification as provided by the Fire Department: Fire Responder Operational.	

A.

E	M	U	CATEGORY	COMMENTS
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D. Driving

			· Follow directions and commands of the Captain or assigned supervisor.	
			· Confirm incident location and route prior to responding.	
			· Must maintain a current appropriate California driver license with endorsements.	

E. **Apparatus Operation**

			· Operate all apparatus per Departmental policy and procedures.	
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II. WORK HABITS

			· You are expected to be productively engaged in the Department's work while on paid time unless directed to do otherwise per policy. Comply with your supervisor's assignments and priorities as directed.	
			· Arrive in time to start your shift at 0800 hours, ready for work with full uniform and equipment per policy, procedures and directives.	
			· Take breaks as authorized by your supervisor.	
			· Use sick leave as directed by policy.	
			· Complete assignments within assigned time frames.	

			· Follow the chain of command as per policy.	
			· You shall remain on duty until relieved or released by your supervisor.	
			· Exchange information with your relief personnel.	

III. SAFETY

E. General

			· Conduct your work in a manner which promotes the safety of yourself and others.	
			· Avoid patterns of behavior which place you and others at risk and which risks unnecessary damage to equipment and facilities.	

E. Follows Code of Safe Practices

			· Safety evacuation precautions.	
			· Personal protective equipment.	
			· SCBA.	
			· PASS.	
			· Water supply.	
			· Ground ladders.	
			· Utilities.	
			· Haz-Mat.	
E	M	U	CATEGORY	COMMENTS

B. Follow Code of Safe Practices (continued)

			· Interior operations.	
			· Ventilation.	
			· Backdraft.	
			· Flashover.	
			· Wildland fires (includes Ten Standard Firefighting Orders).	
			· Operate vehicles per applicable laws, Department procedures and supervisory directives.	
			· Participate in tail gate safety meetings while on duty.	

			· Maintain physical fitness standards as per Departmental policy.	
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IV. INTERNAL RELATIONS

A. General

			· You are expected to conduct yourself in a manner which supports the Department and City effort in accomplishing its mission.	
			· Generally, your interactions with others should have a positive impact on the Department and its accomplishments.	

B. Interpersonal

			· Treat co-workers and supervisors with respect.	
			· Treat the belongings, materials, tools and equipment of others with respect.	
			· When differences arise, find constructive ways to resolve them.	
			· Do not allow differences to disrupt your work or the work of others.	
			· Regardless of personal differences, work with others in supportive ways.	
			· Avoid racial, sexual, ethnic, religious and cultural slurs as per City policy.	
			· From time to time, it is natural to disagree with policies, direction, decisions, etc. When you work for others it is unavoidable. Most people find ways to work harmoniously with aspects of the work environment even though not always in accord with personal preferences. For the sake of the Department, you are expected to do likewise. If you have complaints, problems or disagreements of a compelling nature, process them through the chain of command, offering constructive suggestions for resolutions. Avoid repeated complaints which do not contribute to a solution, but only create further problems and disruption.	
			· Comply with City sexual harassment policy.	

A.

E	M	U	CATEGORY	COMMENTS
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V. PUBLIC RELATIONS

			· Conduct your work in a manner which fosters good public relations and public support for the Department and the City.	
			· Follow the Department's Rules of Conduct.	

			· Avoid profanity, sarcasm, voice tone and body language which can be interpreted as discourteous.	
			· Avoid behavior which would bring discredit to the Department and the City.	
			· Keep your supervisor advised of any confrontations with members of the public or other departments.	
			· Treat members of the public and other agencies with respect.	
			· Avoid patterns of complaints regarding the operation and placement of apparatus.	

VI. PREVENTION

			· You are expected to conduct your fire prevention duties as assigned and per policy and procedures.	
			· Follow directions and commands of the Captain or assigned supervisor.	

VII. TRAINING AND DEVELOPMENT

			· Participation and leadership in training exercises.	
			· Maintain skills necessary for the job.	
			· Participate fully in drills and exercises so that your skills can be monitored and expanded.	
			· Open to and comply with critiques and suggestions for improvement. If you disagree with critiques and suggestions, bring it to your supervisor in private and suggest your approach for adoption. If this fails, comply with the approaches requested by your supervisor.	
			· Shall perform to the levels of Firefighter 2 standards as per the CSFM Firefighter 2 training manual.	
			· Operate all fire apparatus per Departmental policy and procedures.	

VIII. EQUIPMENT USE AND MAINTENANCE

			· Maintain equipment in a manner most likely to assure safe working order and good appearance.	
			· Keep vehicles free of trash and unnecessary items.	
			· Conduct maintenance checks per guidelines as assigned.	

E	M	U	CATEGORY	COMMENTS
VIII. EQUIPMENT USE AND MAINTENANCE (continued)				
			· Report damage to any Department equipment observed to immediate supervisor.	
			· Return equipment, tools, etc., to their proper place.	
IX. FACILITIES USE AND MAINTENANCE				
			· Use and maintain City and Department facilities in a manner likely to assure good working order and appearance.	
			· Do cleaning and upkeep of fire station and facilities as directed.	
			· Report to supervisor, or correct any damage to facilities, appliances, etc., observed.	
			· Correct minor spills, littering or out-of-place objects when encountered.	
			· Leave work/living areas in a clean, neat condition; free of trash, food and/or drinks.	
			· Do fair share of clean up.	
X. PUBLIC EDUCATION				
			· Participate in the Department's public education efforts as assigned.	
XI. APPEARANCE AND GROOMING				
			· Maintain a professional appearance in the cleanliness and upkeep of uniform and equipment.	
			· Present self to the Department and the public in a manner most likely to inspire confidence and respect.	
			· Meet or exceed minimum standards as outlined in the Department's Uniform and Grooming Policy.	
			· Take personal responsibility for complying with the policy.	
			· Exercise good personal hygiene.	
XII. REPORTS AND ROUTINE PAPERWORK				
			· Submit reports and other written materials that are usable with a minimum of re-work.	
			· Routine reports and submittals are on time and per Department guidelines.	
			· Follow directions and commands of the Captain or assigned supervisor.	
XIII. COLLATERAL DUTIES, PROJECTS AND COMMITTEES				

			· Complete special tasks in the manner requested.	
			· Report to immediate supervisor specially assigned tasks.	

E	M	U	CATEGORY	COMMENTS
XIII. COLLATERAL DUTIES, PROJECTS AND COMMITTEES (continued)				
			· Resolve conflict of special assignments with regular work expected by immediate supervisor through immediate supervisor.	
			· Submit work by due dates and times, or renegotiate a new date in advance.	
			· Follow Department policy, procedures and guidelines in the conduct of these special assignments.	

COMMENTS:

This report represents my best judgement of the employee's performance based on my observations and knowledge.

Rating Supervisor's Signature: _____

Date: _____

This report has been discussed with me.

Employee's Signature: _____

Date: _____

Battalion Chief's Signature: _____

Date: _____

Deputy Chief's Signature: _____

Date: _____

Fire Chief's Signature: _____

Date: _____

**CITY OF REDDING FIRE DEPARTMENT
 PERFORMANCE EVALUATION RATING SYSTEM
 FIRE PREVENTION OFFICER**

EmployeeName: _____ Date: _____

Evaluation Period From: _____ To: _____

E = Exceeds Standards Work performance exceeds established Department standards.
 M = Meets Standards Work performance consistently meets established Department standards.
 U = Unsatisfactory Work performance has reached or has deteriorated to such a degree that it is clearly and consistently not acceptable by established Department standards.

E	M	U	CATEGORY	COMMENTS
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I. EMERGENCY RESPONSE/OPERATIONS

A. Fire Suppression

			X Follow directions and commands of the Fire Marshal or assigned supervisor.	
			X Complete tasks assigned or inform supervisor if unable.	
			X Perform tasks as per policy, procedures and safety guidelines.	
			X Perform to the levels of Firefighter 2 standards as per CSFM Firefighter 2 training manual.	
			X Conduct fire cause investigations as per standard procedures and policy.	

A. Emergency Medical

			X Follow directions and commands of the Fire Marshal or assigned supervisor.	
			X Complete tasks assigned or inform supervisor if unable.	
			X Perform tasks as per policy, procedures and safety guidelines and within scope of certification and authorization.	

A. Haz-Mat

			X Follow directions and commands of the Fire Marshal or assigned supervisor.	
			X Complete tasks assigned or inform supervisor if unable.	
			X Perform tasks as per policy, procedures and safety guidelines.	
			X The Fire Inspector shall maintain the following certification as provided by the Fire Department: Fire Responder Operational.	

D. Driving

			X Follow directions and commands of the Fire Marshal or assigned supervisor.	
			X Confirm incident location and route prior to responding.	

Employee Initials: _____

Rating Supervisor Initials: _____

FI Page 1

(03/99)

E	M	U	CATEGORY	COMMENTS
D. Driving (continued)				
			X Must maintain a current appropriate California driver's license with endorsements.	
E. Apparatus Operation				
			X Operate all apparatus per Departmental policies and procedures.	
II. WORK HABITS				
			X You are expected to be productively engaged in the Department's work while on paid time unless directed to do otherwise per policy. Comply with your supervisor's assignments and priorities as directed.	
			X Arrive in time to start your shift at 0800 hours, ready for work with full uniform and equipment per policy, procedures and directives.	
			X Take breaks as authorized by your supervisor.	
			X Use sick leave as directed by policy.	
			X Complete assignments within assigned time frames.	
			X Follow the chain of command as per policy.	
			X You shall remain on duty until relieved or released by your supervisor.	
			X Exchange information with your relief personnel.	
III. SAFETY				
E. General				
			X Conduct your work in a manner which promotes the safety of yourself and others.	
			X Avoid patterns of behavior which place you and others at risk and which risks unnecessary damage to equipment and facilities.	
E. Follows Code of Safe Practices				
			X Safety evacuation precautions.	
			X Personal protective equipment.	
			X SCBA.	
			X PASS.	
			X Water supply.	
			X Ground ladders.	
			X Utilities.	
			X Haz-Mat.	
			X Interior operations.	
			X Ventilation.	

Employee Initials:

Rating Supervisor Initials:

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
B. Code of Safe Practices (continued)				
			X Backdraft.	
			X Flashover.	
			X Wildland fires (includes Ten Standard Firefighting Orders).	
			X Operate vehicles per applicable laws, Department procedures and supervisory directives.	
			X Participate in tail gate safety meetings while on duty.	
			X Maintain physical fitness standards per Departmental policy.	

IV **INTERNAL RELATIONS**

A. General				
			X You are expected to conduct yourself in a manner which supports the Department and City effort in accomplishing its mission.	
			X Generally, your interactions with others should have a positive impact on the Department and its accomplishments.	

B. Interpersonal				
			X Treat co-workers and supervisors with respect.	
			X Treat the belongings, materials, tools and equipment of others with respect.	
			X When differences arise, find constructive ways to resolve them.	
			X Do not allow differences to disrupt your work or the work of others.	
			X Regardless of personal differences, work with others in supportive ways.	
			X Avoid racial, sexual, ethnic, religious and cultural slurs as per City policy.	
			X From time to time, it is natural to disagree with policies, direction, decisions, etc. When you work for others it is unavoidable. Most people find ways to work harmoniously with aspects of the work environment even though not always in accord with personal preferences. For the sake of the Department, you are expected to do likewise. If you have complaints, problems or disagreements of a compelling nature, process them through the chain of command, offering constructive suggestions for resolutions. Avoid repeated complaints which do not contribute to a solution, but only create further problems and disruption.	
			X Comply with City sexual harassment policy.	
			X Comply with City sexual harassment policy.	

Employee Initials:

Rating Supervisor Initials:

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
V. PUBLIC RELATIONS				
			X Conduct your work in a manner which fosters good public relations and public support for the Department and the City.	
			X Follow the Department's Rules of Conduct.	
			X Avoid profanity, sarcasm, voice tone and body language which can be interpreted as discourteous.	
			X Avoid behavior which would bring discredit to the Department and the City.	
			X Keep your supervisor advised of any confrontations with members of the public or other departments.	
			X Treat members of the public and other agencies with respect.	
			X Avoid patterns of complaints regarding the operation and placement of apparatus.	
VI. PREVENTION				
			X You are expected to conduct your fire prevention duties as assigned and per policy and procedures.	
			X Follow directions and commands of the Fire Marshal or assigned supervisor.	
			X Investigate fires for origin and cause.	
			X Enforce the UFC, UBC, City policies and regulations.	
			X Conduct fire prevention inspections as assigned.	
VII. TRAINING AND DEVELOPMENT				
			X Participation and leadership in training exercises.	
			X Maintain skills necessary for the job.	
			X Participate fully in drills and exercises so that your skills can be monitored and expanded.	
			X Open to and comply with critiques and suggestions for improvement. If you disagree with critiques and suggestions, bring it to your supervisor in private and suggest your approach for adoption. If this fails, comply with the approaches requested by your supervisor.	
			X Shall perform to the levels of Firefighter 2 standards as per the CSFM Firefighter 2 training manual.	
			X Operate all fire apparatus per Departmental policy and procedures.	

Employee Initials:

Rating Supervisor Initials:

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
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VIII. EQUIPMENT USE AND MAINTENANCE

			X	Maintain equipment in a manner most likely to assure safe working order and good appearance.	
			X	Keep vehicles free of trash and unnecessary items.	
			X	Conduct maintenance checks per guidelines as assigned.	
			X	Report damage to any Department equipment observed to immediate supervisor.	
			X	Return equipment, tools, etc. to their proper place.	

IX. FACILITIES USE AND MAINTENANCE

			X	Use and maintain City and Department facilities in a manner likely to assure good working order and appearance.	
			X	Do cleaning and upkeep of fire station and facilities as directed.	
			X	Report to supervisor, or correct any damage to facilities, appliances, etc., observed.	
			X	Correct minor spills, littering or out-of-place objects when encountered.	
			X	Leave work/living areas in a clean, neat condition; free of trash, food and/or drinks.	
			X	Do fair share of clean up.	

X. PUBLIC EDUCATION

			X	Participate in the Department's public education efforts as assigned.	
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XI. APPEARANCE AND GROOMING

			X	Maintain a professional appearance in the cleanliness and upkeep of uniform and equipment.	
			X	Present self to the Department and the public in a manner most likely to inspire confidence and respect.	
			X	Meet or exceed minimum standards as outlined in the Department's Uniform and Grooming Policy.	
			X	Take personal responsibility for complying with the policy.	
			X	Exercise good personal hygiene.	

XII. REPORTS AND ROUTINE PAPERWORK

Employee Initials:

Rating Supervisor Initials:

FI Page 5

(03/99)

EMPLOYEE NAME:

DATE:

			X	Submit reports and other written materials that are usable with a minimum of re-work.	
			X	Routine reports and submittals are on time and per Department guidelines.	
			X	Follow directions and commands of the Fire Marshal or assigned supervisor.	
E	M	U	CATEGORY		COMMENTS

XIII. COLLATERAL DUTIES, PROJECTS AND COMMITTEES

			X	Complete special tasks in a manner requested.	
			X	Report to immediate supervisor specially assigned tasks.	
			X	Resolve conflict of special assignments with regular work expected by immediate supervisor through immediate supervisor.	
			X	Submit work by due dates and times, or renegotiate a new date in advance.	
			X	Follow Department policy, procedures and guidelines in the conduct of these special assignments.	

COMMENTS:

This report represents my best judgement of the employee's performance based on my observations and knowledge.

Rating Supervisor's Signature: _____

Date: _____

This report has been discussed with me.

Employee's Signature: _____

Date: _____

Battalion Chief's Signature: _____

Date: _____

Fire Chief's Signature: _____

Date: _____

Employee Initials:

Rating Supervisor Initials:

**CITY OF REDDING FIRE DEPARTMENT
PERFORMANCE EVALUATION RATING SYSTEM
FIREFIGHTER**

Employee Name: _____ Date: _____

Evaluation Period From: _____ To: _____

E = Exceeds Standards Work performance exceeds established Department standards.
M = Meets Standards Work performance consistently meets established Department standards.
U = Unsatisfactory Work performance has reached or has deteriorated to such a degree that it is clearly and consistently not acceptable by established Department standards.

E	M	U	CATEGORY	COMMENTS
1. EMERGENCY RESPONSE/OPERATIONS				
			<p>You will receive a satisfactory rating in this category if the following conditions are met:</p> <p style="padding-left: 40px;">You stay in a state of readiness for all emergency calls.</p>	
			<p>You are belted in the apparatus, ready to respond as soon as possible or within a maximum of one minute, thirty seconds after completion of dispatch. Avoid patterns of delayed response to emergency calls.</p>	
A. Fire Suppression				
			Follow directions and commands of the Captain or assigned supervisor.	
			Complete tasks assigned or inform supervisor if unable.	
			Will perform tasks as per policy, procedures and safety guidelines.	
			Perform to the levels of Firefighter 1 standards as per CSFM Firefighter 1 training manual.	
B. Emergency Medical				
			Follow directions and commands of the Captain or assigned supervisor.	
			Will perform tasks as per policy, procedures and safety guidelines and within scope of certification and authorization.	
C. Haz-Mat				
			Follow directions and commands of the Captain or assigned supervisor.	
			Complete tasks assigned or inform supervisor if unable.	
			Will perform tasks as per policy, procedures and safety guidelines.	
			The Firefighter shall maintain the following certification as provided by the Fire Department: Fire Responder Operational.	

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
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II. **WORK HABITS**

			You are expected to be productively engaged in the Department's work while on paid time unless directed to do otherwise per policy. Comply with your supervisor's assignments and priorities as directed.	
			Arrive in time to start your shift at 0800 hours, ready for work with full uniform and equipment per policy, procedures and directives.	
			Take breaks as authorized by your supervisor.	
			Use sick leave as directed by policy.	
			Complete assignments within assigned time frames.	
			Follow the chain of command as per policy.	
			You shall remain on duty until relieved or released by your supervisor.	

III. **SAFETY**

A. **General**

			Conduct your work in a manner which promotes the safety of yourself and others.	
			Avoid patterns of behavior which place you and others at risk and which risks unnecessary damage to equipment and facilities.	

B. **Follows Code of Safe Practices**

			Safety evacuation, precautions.	
			Personal protective equipment.	
			SCBA.	
			PASS.	
			Water supply.	
			Ground ladders.	
			Utilities.	
			Haz-Mat.	
			Interior operations.	
			Ventilation.	
			Backdraft.	
			Flashover.	
			Wildland fires (includes ten standard Firefighting Orders).	
			Operate vehicles per applicable laws, Department procedures and supervisory directives.	
			Participate in tail gate safety meetings while on duty.	

Employee Initials:

Rating Supervisor Initials:

FF Page 2

(01/99)

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
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IV. INTERNAL RELATIONS

A. General

			You are expected to conduct yourself in a manner which supports the Department and City effort in accomplishing its mission.	
			Generally, your interactions with others should have a positive impact on the Department and its accomplishments.	

B. Interpersonal

			Treat co-workers and supervisors with respect.	
			Treat the belongings, materials, tools and equipment of others with respect.	
			When differences arise, find constructive ways to resolve them.	
			Do not allow differences to disrupt your work or the work of others.	
			Regardless of personal differences, work with others in supportive ways.	
			Avoid racial, sexual, ethnic, religious and cultural slurs as per City policy.	
			From time to time, it is natural to disagree with policies, direction, decisions, etc. When you work for others it is unavoidable. Most people find ways to work harmoniously with aspects of the work environment even though not always in accord with personal preferences. For the sake of the Department, you are expected to do likewise. If you have complaints, problems or disagreements of a compelling nature, process them through the chain of command, offering constructive suggestions for resolutions. Avoid repeated complaints which do not contribute to a solution, but only create further problems and disruption.	
			Comply with the City/Department grievance and appeal policies and procedures.	
			Comply with City sexual harassment policy.	

Employee Initials:

Rating Supervisor Initials:

FF Page 3

(01/99)

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
V. PUBLIC RELATIONS				
			Conduct your work in a manner which fosters good public relations and public support for the Department and the City.	
			Follow the Department's Rules of Conduct.	
			Avoid profanity, sarcasm, voice tone and body language which can be interpreted as discourteous.	
			Avoid behavior which would bring discredit.	
			Keep your supervisor advised of any confrontations with members of the public or other departments.	
			Treat members of the public and other agencies with respect.	
VI. PREVENTION				
			You are expected to conduct your fire prevention duties as assigned and per policy and procedures.	
			Follow directions and commands of the Captain or assigned supervisor.	
VII. TRAINING AND DEVELOPMENT				
			Participation and leadership in training exercises.	
			Maintain skills necessary for the job.	
			Participate fully in drills and exercises so that your skills can be monitored and expanded.	
			Open to and comply with critiques and suggestions for improvement. If you disagree with critiques and suggestions, bring it to your supervisor in private and suggest your approach for adoption. If this fails, comply with the approaches requested by your supervisor.	
			Shall perform to the levels of Firefighter 1 standards as per the CSFM Firefighter 1 training manual	
VIII. EQUIPMENT USE AND MAINTENANCE				
			Maintain equipment in a manner most likely to assure safe working order and good appearance.	
			Keep vehicles free of trash and unnecessary items.	
			Conduct maintenance checks per guidelines as assigned.	
			Report damage to any Department equipment observed to immediate supervisor.	
			Return equipment, tools, etc., to their proper place.	
			Notify Engineer of removal of any equipment or tools from apparatus.	
			Must maintain a current appropriate California driver license with endorsements.	

Employee Initials:

Rating Supervisor Initials:

FF Page 4

(01/99)

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
IX. FACILITIES USE AND MAINTENANCE				
			Use and maintain City and Department facilities in a manner likely to assure good working order and appearance.	
			Do cleaning and upkeep of fire station and facilities as directed.	
			Report to supervisor, or correct any damage to facilities, appliances, etc., observed.	
			Correct minor spills, littering or out-of-place objects when encountered.	
			Leave work/living areas in a clean, neat condition; free of trash, food and/or drinks.	
			Do fair share of clean up.	
X. PUBLIC EDUCATION				
			Participate in the Department's public education efforts as assigned.	
XI. APPEARANCE AND GROOMING				
			Maintain a professional appearance in the cleanliness and upkeep of uniform and equipment.	
			Present self to the Department and the public in a manner most likely to inspire confidence and respect.	
			Meet or exceed minimum standards as outlined in the Department's Uniform and Grooming Policy.	
			Take personal responsibility for complying with the policy.	
			Exercise good personal hygiene.	
XII. REPORTS AND ROUTINE PAPERWORK				
			Submit reports and other written materials that are usable with a minimum of re-work.	
			Routine reports and submittals are on time and per Department guidelines.	
			Follow directions and commands of the Captain or assigned supervisor.	
XIII. COLLATERAL DUTIES, PROJECTS AND COMMITTEES				
			complete special tasks in the manner requested.	
			Report to immediate supervisor specially assigned tasks.	
			Resolve conflict of special assignments with regular work expected by immediate supervisor through immediate supervisor.	
			Submit work by due dates and times, or renegotiate a new date in advance.	
			Follow Department policy, procedures and guidelines in the conduct of these special assignments.	

EMPLOYEE NAME:

DATE:

COMMENTS:

This report represents my best judgment of the employee's performance based on my observations and knowledge.

Rating Supervisor's Signature:

Date:

This report has been discussed with me.

Employee's Signature:

Date:

Battalion Chief's Signature:

Date:

Deputy Chief's Signature:

Date:

Fire Chief's Signature:

Date:

Employee Initials:

Rating Supervisor Initials:

FF Page 6

(01199)

**CITY OF REDDING FIRE DEPARTMENT
PERFORMANCE EVALUATION RATING SYSTEM
APPRENTICE FIREFIGHTER**

Employee Name: _____ Date: _____

Evaluation Period From: _____ To: _____

E = Exceeds Standards Work performance exceeds established Department standards.
M = Meets Standards Work performance consistently meets established Department standards.
U = Unsatisfactory Work performance has reached or has deteriorated to such a degree that it is clearly and consistently not acceptable by established Department standards.

E	M	U	CATEGORY	COMMENTS
I. EMERGENCY RESPONSE/OPERATIONS				
			You will receive a satisfactory rating in this category if the following conditions are met:	
			X You stay in a state of readiness for all emergency calls.	
			X You are belted in the apparatus, ready to respond as soon as possible or within a maximum of one minute, thirty seconds after completion of dispatch. Avoid patterns of delayed response to emergency calls.	
A. Fire Suppression				
			X Follow directions and commands of the Captain or assigned supervisor.	
			X Complete tasks assigned or inform supervisor if unable.	
			X Will perform tasks as per policy, procedures and safety guidelines.	
			X Perform to the levels of Firefighter 1 standards as per CSFM Firefighter 1 training manual.	
B. Emergency Medical				
			X Follow directions and commands of the Captain or assigned supervisor.	
			X Will perform tasks as per policy, procedures and safety guidelines and within scope of certification and authorization.	
C. Haz-Mat				
			X Follow directions and commands of the Captain or assigned supervisor.	
			X Complete tasks assigned or inform supervisor if unable.	
			X Will perform tasks as per policy, procedures and safety guidelines.	
			X The Firefighter shall maintain the following certification as provided by the Fire Department: Fire Responder Operational.	

E	M	U	CATEGORY	COMMENTS
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II WORK HABITS

			X You are expected to be productively engaged in the Department's work while on paid time unless directed to do otherwise per policy. Comply with your supervisor's assignments and priorities as directed.	
			X Arrive in time to start your shift at 0800 hours, ready for work with full uniform and equipment per policy, procedures and directives.	
			X Take breaks as authorized by your supervisor.	
			X Use sick leave as directed by policy.	
			X Complete assignments within assigned time frames.	
			X Follow the chain of command as per policy.	
			X You shall remain on duty until relieved or released by your supervisor.	

III. SAFETY

A. General

			X Conduct your work in a manner which promotes the safety of yourself and others.	
			X Avoid patterns of behavior which place you and others at risk and which risks unnecessary damage to equipment and facilities.	

B. Follows Code of Safe Practices

			X Safety evacuation precautions.	
			X Personal protective equipment.	
			X SCBA.	
			X PASS.	
			X Water supply.	
			X Ground ladders.	
			X Utilities.	
			X Haz-Mat.	
			X Interior operations.	
			X Ventilation.	
			X Backdraft.	
			X Flashover.	
			X Wildland fires (includes ten standard Firefighting Orders).	
			X Operate vehicles per applicable laws, Department procedures and supervisory directives.	

E	M	U	CATEGORY	COMMENTS
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B. Follows Code of Safe Practices (continued)

			X Participate in tail gate safety meetings while on duty.	
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IV. INTERNAL RELATIONS

C. General

			X You are expected to conduct yourself in a manner which supports the Department and City effort in accomplishing its mission.	
			X Generally, your interactions with others should have a positive impact on the Department and its accomplishments.	

D. Interpersonal

			X Treat co-workers and supervisors with respect.	
			X Treat the belongings, materials, tools and equipment of others with respect.	
			X When differences arise, find constructive ways to resolve them.	
			X Do not allow differences to disrupt your work or the work of others.	
			X Regardless of personal differences, work with others in supportive ways.	
			X Avoid racial, sexual, ethnic, religious and cultural slurs as per City policy.	
			X From time to time, it is natural to disagree with policies, direction, decisions, etc. When you work for others it is unavoidable. Most people find ways to work harmoniously with aspects of the work environment even though not always in accord with personal preferences. For the sake of the Department, you are expected to do likewise. If you have complaints, problems or disagreements of a compelling nature, process them through the chain of command, offering constructive suggestions for resolutions. Avoid repeated complaints which do not contribute to a solution, but only create further problems and disruption.	
			X Comply with the City/Department grievance and appeal policies and procedures.	
			X Comply with City sexual harassment policy.	

V. PUBLIC RELATIONS

			X Conduct your work in a manner which fosters good public relations and public support for the Department and the City.	
			X Follow the Department's Rules of Conduct.	
			X Avoid profanity, sarcasm, voice tone and body language which can be interpreted as discourteous.	
			X Avoid behavior which would bring discredit.	

E	M	U	CATEGORY	COMMENTS
V. PUBLIC RELATIONS (continued)				
			X Keep your supervisor advised of any confrontations with members of the public or other departments.	
			X Treat members of the public and other agencies with respect.	
VI. PREVENTION				
			X You are expected to conduct your fire prevention duties as assigned and per policy and procedures.	
			X Follow directions and commands of the Captain or assigned supervisor.	
VII. TRAINING AND DEVELOPMENT				
			X Participation and leadership in training exercises.	
			X Maintain skills necessary for the job.	
			X Participate fully in drills and exercises so that your skills can be monitored and expanded.	
			X Open to and comply with critiques and suggestions for improvement. If you disagree with critiques and suggestions, bring it to your supervisor in private and suggest your approach for adoption. If this fails, comply with the approaches requested by your supervisor.	
			X Shall perform to the levels of Firefighter 1 standards as per the CSFM Firefighter 1 training manual	
VIII. EQUIPMENT USE AND MAINTENANCE				
			X Maintain equipment in a manner most likely to assure safe working order and good appearance.	
			X Keep vehicles free of trash and unnecessary items.	
			X Conduct maintenance checks per guidelines as assigned.	
			X Report damage to any Department equipment observed to immediate supervisor.	
			X Return equipment, tools, etc., to their proper place.	
			X Notify Engineer of removal of any equipment or tools from apparatus.	
			X Must maintain a current appropriate California driver license with endorsements.	
IX. FACILITIES USE AND MAINTENANCE				
			X Use and maintain City and Department facilities in a manner likely to assure good working order and appearance.	

EMPLOYEE NAME:

DATE:

E	M	U	CATEGORY	COMMENTS
IX. FACILITIES USE AND MAINTENANCE (continued)				
			X Do cleaning and upkeep of fire station and facilities as directed.	
			X Report to supervisor, or correct any damage to facilities, appliances, etc., observed.	
			X Correct minor spills, littering or out-of-place objects when encountered.	
			X Leave work/living areas in a clean, neat condition; free of trash, food and/or drinks.	
			X Do fair share of clean up.	
X. PUBLIC EDUCATION				
			X Participate in the Department's public education efforts as assigned.	
XI. APPEARANCE AND GROOMING				
			X Maintain a professional appearance in the cleanliness and upkeep of uniform and equipment.	
			X Present self to the Department and the public in a manner most likely to inspire confidence and respect.	
			X Meet or exceed minimum standards as outlined in the Department's Uniform and Grooming Policy.	
			X Take personal responsibility for complying with the policy.	
			X Exercise good personal hygiene.	
XII. REPORTS AND ROUTINE PAPERWORK				
			X Submit reports and other written materials that are usable with a minimum of re-work.	
			X Routine reports and submittals are on time and per Department guidelines.	
			X Follow directions and commands of the Captain or assigned supervisor.	
XIII. COLLATERAL DUTIES, PROJECTS AND COMMITTEES				
			X Complete special tasks in the manner requested.	
			X Report to immediate supervisor specially assigned tasks.	
			X Resolve conflict of special assignments with regular work expected by immediate supervisor through immediate supervisor.	
			X Submit work by due dates and times, or renegotiate a new date in advance.	
			X Follow Department policy, procedures and guidelines in the conduct of these special assignments.	

Employee Initials:

Rating Supervisor Initials:

FF Page 5

(01/99)

EMPLOYEE NAME:

DATE:

COMMENTS:

This report represents my best judgement of the employee's performance based on my observations and knowledge.

Rating Supervisor's Signature:

Date:

This report has been discussed with me.

Employee's Signature:

Date:

Battalion Chief's Signature:

Date:

Deputy Chief's Signature:

Date:

Fire Chief's Signature:

Date:

Employee Initials:

Rating Supervisor Initials:

FF Page 6

(01/99)

**CITY OF REDDING / IAFF Local 1934
Employee MOU Grievance Form**

EXHIBIT "D"

Step One (Initial)

Grievant's Name:		Home Telephone Number:	
Home Address:	City:	State:	Zip:
Current Station:	Battalion Chief:		
Job Classification:	Shift:	Work Telephone Number:	

REPRESENTATION INFORMATION (Complete if applicable)

Representative's Name:	Organization Affiliation:	Telephone Number:
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GRIEVANCE INFORMATION

Date of Action Causing Grievance :	Date of Discussion with Battalion Chief:	Date of Informal Response:
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GRIEVANCE DESCRIPTION (Clear, concise statement. Attach additional sheet if necessary)

SPECIFIC ARTICLE(S) AND SECTION(S) VIOLATED

SPECIFIC REMEDY SOUGHT

GRIEVANT'S SIGNATURE

DATE FILED

GRIEVANCE REVIEW – STEP 1

Date Received:	Battalion Chief Signature:	Response Date:
Reviewer's Printed Name/Title:	Meeting Date:	Telephone Number:

STEP 1 DECISION

<input type="checkbox"/> I concur and do not appeal to the second review level.	<input type="checkbox"/> I do not concur and appeal to the second level. (state reason below)	Grievant's/Representative's Signature	Date
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Reason for Appeal

GRIEVANCE REVIEW – STEP 2

Date Received:	Fire Chief Signature:	Response Date:
Reviewer's Printed Name/Title:	Meeting Date:	Telephone Number:

STEP 2 DECISION

<input type="checkbox"/> I concur and do not appeal to the third review level.	<input type="checkbox"/> I do not concur and appeal to the third level. (state reason below)	Grievant's/Representative's Signature	Date
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Reason for Appeal

GRIEVANCE REVIEW – STEP 3

Date Received:	Personnel Director Signature:	Response Date:
Reviewer's Printed Name/Title:	Meeting Date:	Telephone Number:

STEP 3 DECISION

<input type="checkbox"/> I concur and do not appeal to the fourth review level.	<input type="checkbox"/> I do not concur and appeal to the fourth level. (state reason below)	Grievant's Signature	Date
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Reason for Appeal

GRIEVANCE REVIEW – STEP 4

Date Received:	City Manager (or designee) Signature:	Response Date:
Reviewer's Printed Name/Title:	Meeting Date:	Telephone Number:

LEVEL 4 DECISION

<input type="checkbox"/> I concur and do not appeal to the fifth review level.	<input type="checkbox"/> I do not concur and appeal to the fifth level. (state reason below)	Grievant's Signature	Date
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Reason for Appeal

GRIEVANCE REVIEW – STEP 5 REFERRAL TO ARBITRATION

Date Requested:	Grievant's Signature:	Telephone Number:
Date Received:	Personnel Director Signature:	Telephone Number:

**CITY OF REDDING / IAFF Local 1934
Employee Disciplinary (Skelly) Appeal Form**

EXHIBIT "E"

Employee's Name:		Home Telephone Number: ()	
Home Address:	City:	State:	Zip:
Current Station:	Supervisor:		
Job Classification:	Shift:	Work Telephone Number:	

REPRESENTATION INFORMATION (Complete if applicable)

Representative's Name:	Organization Affiliation:	Telephone Number:
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DISCIPLINE INFORMATION

Date of Action Causing Discipline:	Date of Skelly Meeting:	Date of Informal Response:
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DISCIPLINE APPEAL (Clear, concise statement. Attach additional sheet if necessary)

SPECIFIC REMEDY SOUGHT

EMPLOYEE'S SIGNATURE

DATE FILED

(Continue on reverse)

DISCIPLINE REVIEW – STEP 2

Date Received:	Personnel Director Signature:	Response Date:
Reviewer's Printed Name/Title:	Meeting Date:	Telephone Number:

STEP 2 DECISION

<input type="checkbox"/> I concur and do not appeal to the third review level.	<input type="checkbox"/> I do not concur and appeal to the third level. (state reason below)	Employee's/Representative's Signature	Date
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Reason for Appeal

DISCIPLINE REVIEW – STEP 3

Date Received:	City Manager (or designee) Signature:	Response Date:
Reviewer's Printed Name/Title:	Meeting Date:	Telephone Number:

LEVEL 3 DECISION

<input type="checkbox"/> I concur and do not appeal to the fourth review level.	<input type="checkbox"/> I do not concur and appeal to the fourth level. (state reason below)	Employee's Signature	Date
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Reason for Appeal

DISCIPLINE REVIEW – STEP 4 REFERRAL TO ARBITRATION

Date Requested:	Employee's Signature:	Telephone Number:
Date Received:	Personnel Director Signature:	Telephone Number:

EXHIBIT “F”
CITY OF REDDING
POLICY IMPLEMENTING THE
FIREFIGHTERS’ PROCEDURAL BILL OF RIGHTS ACT

COMPLAINT AND INVESTIGATION PROCEDURE

The Firefighters’ Procedural Bill of Rights Act (“FBOR;” Cal. Gov. Code §§ 3250, et seq.) was enacted January 1, 2008. The purpose of this policy is to formally implement the additional rights and protections afforded to firefighters by this new law and provide guidance regarding complaints against personnel and investigation of those complaints.

A. DEFINITIONS

1. **Complaint:** Any allegation of poor service or misconduct made by a citizen or employee against a member(s) of the Fire Department (Department) is a complaint. Complaints of misconduct must allege a violation of law, Redding Fire Department Policy, Procedure or Order or City Policy or Procedure.
 - a. Complaints lodged by civilians will be classified as “civilians complaints.”
 - b. Complaints lodged by employees/supervisors will be classified as “internal complaints.”

Examples of complaints contemplated by this policy include, but are not limited to, the following:

- Sexual Harassment/Discrimination
 - Criminal Conduct
 - Racial/ethnic slurs
 - Poor service
 - Discourtesy
 - Improper Procedure
 - Conduct Unbecoming
2. **Inquiry:** If before or during the investigation it is determined that a citizen is merely requesting clarification of a policy or procedure, that complaint, with the concurrence of the Fire Chief or the Deputy Chief, may be considered an “inquiry” and resolved informally and outside of the parameters of this policy.

The Fire Chief, or the Deputy Fire Chief, shall be responsible for inquiry responses.

If any firefighter is under investigation, or subject to an “inquiry” – as that term is defined above – by his or her commanding officer, or any other member designated by the Fire Chief, that could lead to punitive action, any interrogation shall be conducted under the conditions specified in the FBOR. “Punitive action” means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

B. COMPLAINT RECEPTION AND ROUTING

1. Non-supervisory employees shall immediately refer complaints to an on-duty supervisor (i.e., Fire Captain, Battalion Chief). Supervisors shall accept complaints in writing, in person, or by telephone or from anonymous persons. The purpose for this is to encourage civilians or employees to bring forward legitimate grievances regarding poor service or misconduct by Department members. Civilians and members of the Department will not be discouraged in any manner from making a complaint.
2. Supervisors shall immediately record complaints on a Complaint Control Form. A copy of the Complaint Control Form is attached to this policy as Appendix A. Supervisors may resolve minor complaints with appropriate corrective action including non-disciplinary counseling and training. Supervisors should report all complaints to the on-duty Battalion Chief as soon as possible. The Battalion Chief shall direct the supervisor to fill out a Complaint Control Form when appropriate.
3. The supervisor accepting a complaint in person shall give a copy of the Complaint Control Form to the complainant. The original shall be forwarded to the Deputy Chief via the Battalion Chief on duty. In the case of a complaint of serious misconduct of a criminal nature, the Fire Chief or the Deputy Fire Chief shall be notified immediately by the on-duty Battalion Chief.
4. Upon receipt of the Complaint Control Form, the Fire Chief, or the Deputy Fire Chief will notify the complainant in writing that the complaint has been received and that an investigation has been initiated (or other appropriate corrective action has been taken). A copy of the Complaint Control Form will also be mailed to

the complainant if it has not already been provided to him or her by the accepting supervisor.

5. The Deputy Chief will be responsible for assignment of the complaint for investigation. The Deputy Chief shall retain the original Complaint Control Form for tracking purposes. A copy of the Complaint Control Form will be forwarded to the investigator assigned to investigate the complaint. Unless deemed confidential by the Fire Chief to protect the integrity of the investigation, the Complaint Control Form shall be given to the Department member(s) against whom the complaint was lodged along with the notice of interview.
6. The Deputy Chief shall be responsible for notifying the complainant in writing by registered mail within thirty (30) days of the disposition of the complaint. Additionally, the Deputy Chief or assigned investigator will notify, in writing, the Department member(s) against whom the complaint was lodged and the member's supervising officer of the disposition of the complaint.

The letter sent to the complainant will only include the following information:

- Finding(s) of the investigation as defined in section C5 below.
- Name of the investigator who investigated the complaint.

If an allegation resulted in a finding of "Sustained", the letter will state that "appropriate corrective/disciplinary action will be taken against the involved Department member". The name of the involved Department member(s) and the specific action to be taken will not be included in the letter.

C. COMPLAINT INVESTIGATION

1. The supervisor accepting the complaint shall be responsible for accurately and fully completing the Complaint Control Form. The supervisor shall obtain preliminary statements from the complainant and any immediately available witnesses. Additionally, the supervisor shall collect and preserve any physical evidence that is readily available or may be time or weather sensitive.
2. In the case of complaints of a minor nature (non-disciplinary), the Battalion Chief shall have the discretion of assigning a complaint to the Captain level for investigation or appropriate corrective action (i.e., training, non-disciplinary counseling, etc.)

3. Allegations that a Department member violated a criminal law (felony or misdemeanor) shall be investigated by the Redding Police Department or the appropriate outside law enforcement agency. The internal administrative investigation will be conducted concurrent with or after the completion of the criminal investigation, at the discretion of the Fire Chief or his/her designee. Supervisors becoming aware of a criminal investigation involving a Department member who may be suspected of committing a misdemeanor or felony crime shall immediately complete a Complaint Control Form and route it to the Deputy Chief through the on-duty Battalion Chief.
4. RIGHTS OF SUBJECT OF INVESTIGATION:
 - a. Arson investigators, by virtue of their peace officer status, are afforded statutory protections listed in the Public Safety Officers' Procedural Bill of Rights Act [Government Code § 3300 et seq].
 - b. If it is determined in the course of an investigation that an employee could be subject to punitive action, prior to obtaining a statement from the employee, the employee will be informed of the nature of the investigation and given an "Admonition Form" explaining his/her rights as an investigation subject. The Arson Investigator Admonition Form is attached to this Policy as Appendix C. The Fire Unit/Fire Management Admonition of Rights form is attached to this Policy as Appendix D
5. At the conclusion of the investigation the investigator shall make a finding regarding each allegation using the preponderance of evidence standard. The finding for each allegation shall be one of the following:
 - Unfounded:** The alleged act did not occur.
 - Exonerated:** The alleged act occurred but was justified, legal and proper.
 - Not Sustained:** The alleged misconduct could neither be proved nor disproved, given the existing evidence.
 - Sustained:** The alleged misconduct is found to have occurred, and, where applicable, to have violated an applicable rule and/or policy.

D. COMPLAINT INVESTIGATION REVIEW AND APPROVAL

1. Completed complaint investigations will be routed through the chain of command to the Fire Chief, or the Deputy Fire Chief who shall review the completed

investigation and provide a written statement of concurrence or disagreement with the conclusions and findings of the investigator.

2. Verbal or written disclosure of any information concerning the conclusions and findings of a complaint investigation to the involved Department member shall be made by the Fire Chief or the Deputy Chief. Assigned investigators shall only discuss with or disclose to the Fire Chief or the Deputy Fire Chief their preliminary conclusions or findings.

E. COMPLAINT INVESTIGATION FILES

1. The Office Services Supervisor will be responsible for maintaining a comprehensive file of all complaints and investigations.
2. For Departmental purposes, citizen complaint files and internal complaint files will be stored separately.
3. Citizen complaint files related to the conduct of arson investigators shall be retained for a minimum of five years pursuant to Penal Code section 832.5. All other complaint files will also be retained for a period of five years, after which they will be destroyed. Files may be retained longer if the subject matter of the file is the subject of pending litigation.
4. Complaint files will not be stored in the employee's personnel files. Disciplinary documents which result in sustained findings of misconduct shall be stored in a separate discipline file in the Personnel Department.

F. PITCHESS MOTIONS

This section only applies to complaints involving arson investigators.

1. A Pitchess Motion is a motion for discovery of peace officer personnel records where the defense counsel is attempting to establish a custom, habit or practice of excessive force, untruthfulness or false arrest against a peace officer.
2. If a Pitchess Motion is received by the Department, the City Attorney's Office will be contacted immediately for advice and response.

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REDDING FIRE DEPARTMENT

Complaint Control Form

Complainant _____

Date of Complaint _____

Address _____

Time _____

City _____ State ____ Zip _____

Date of Occurrence _____ Time ____

Phone: Home _____ Work _____

Location _____

NATURE OF COMPLAINT: Criminal

Non-Criminal

Individual Conduct

Group Conduct

Internal Complaint

Employees Involved:

Name _____ Station _____

Name _____ Station _____

Witness _____

Witness _____

Address _____

Address _____

City _____ State ____ Zip _____

City _____ State ____ Zip _____

Phone: Home _____ Work _____

Phone: Home _____ Work _____

Complaint

Signature of Complainant _____

Complaint Received By _____ Supervisor Review By _____

Battalion Chief Review/Comments By _____

ADMINISTRATIVE USE ONLY: REFERRED TO LAW ENFORCEMENT AGENCY
 INTERNAL INVESTIGATION ASSIGNED TO _____

FINDING: UNFOUNDED EXONERATED NOT SUSTAINED SUSTAINED

INVESTIGATION COMPLETED BY _____ DATE _____

NOTIFICATION OF RESULTS: COMPLAINANT: BY _____ DATE _____

EMPLOYEE(S): BY _____ DATE _____

INFORMATIONAL ADVISORY STATEMENT
FALSE REPORT OF ARSON INVESTIGATOR MISCONDUCT

YOU HAVE THE RIGHT TO MAKE A COMPLAINT AGAINST AN ARSON INVESTIGATOR. CALIFORNIA LAW REQUIRES THIS AGENCY TO HAVE A PROCEDURE TO INVESTIGATE CIVILIAN'S' COMPLAINTS. YOU HAVE A RIGHT TO A WRITTEN DESCRIPTION OF THIS PROCEDURE. THIS AGENCY MAY FIND AFTER INVESTIGATION THAT THERE IS NOT ENOUGH EVIDENCE TO WARRANT ACTION ON YOUR COMPLAINT. EVEN IF THAT IS THE CASE, YOU HAVE THE RIGHT TO MAKE THE COMPLAINT AND HAVE IT INVESTIGATED IF YOU BELIEVE AN ARSON INVESTIGATOR BEHAVED IMPROPERLY. CIVILIAN COMPLAINTS AND ANY REPORTS OR FINDINGS RELATING TO COMPLAINTS MUST BE RETAINED BY THIS AGENCY FOR AT LEAST FIVE YEARS.

IT IS AGAINST THE LAW TO MAKE A COMPLAINT THAT YOU KNOW TO BE FALSE. IF YOU MAKE A COMPLAINT AGAINST AN ARSON INVESTIGATOR KNOWING THAT IT IS FALSE, YOU CAN BE PROSECUTED ON A MISDEMEANOR CHARGE.

I have read and understand the above statement.

Complainant

Date

CITY OF REDDING

PEACE OFFICER ADMONITION OF RIGHTS
(FOR ARSON INVESTIGATORS ONLY)

An investigation is being conducted on:

Date _____ Time _____ Location _____

Present _____

In reference to

Wherein the nature of the investigation focuses on

REDDING FIRE DEPARTMENT
ARSON INVESTIGATOR
INTERVIEW ADMONITIONS

1. Today's date is _____ and the time is _____.
2. My name is _____ and my rank is _____. I am employed in such capacity by _____. I am in charge of this investigation [or: Identify other individual who is in charge.] Also present is [state name of any additional Department representatives who are present]
3. I am conducting the interview of [name of subject] who is represented by [name of representative].
4. [If no representative present] Do you wish to have a representative present? (If "yes," allow a reasonable recess in order for the employee to secure a representative. If "no," have subject initial and date the following:

I WAIVE MY RIGHT TO A REPRESENTATIVE: _____
5. I am recording this interview and you also have the right to record this interview.
6. You shall be able to attend to your own physical necessities. Please let me know if you need a short recess.
7. Are you taking any medication which would cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?
8. Have you failed to take any prescription or other medication which would assist you to understand and respond truthfully and fully to the questions that will be asked of you?
9. Are you suffering from any physical or mental condition that will cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?
10. The nature of this investigation is: (to the extent know, verbally advise of: (1) date(s) of action(s) under investigation; and (2) brief description of factual allegations of misconduct).

[Note: If criminal charges are possible, proceed with steps 11 through 13. If criminal charges are not possible, proceed directly to step 14.]

11. The nature of this investigation is such that the Department deems that you may be charged with a criminal offense. Therefore, I will now advise you of your Miranda rights. (Mirandize; when in doubt, provide Miranda rights).
12. Miranda Rights: "You have the right to remain silent. Anything you say can and will be used against you in a court of law. You have the right to talk to a lawyer and have him present with you while you are being questioned. If you cannot afford a lawyer, one will be appointed to represent you before any questioning if you wish one. Do you understand each of these rights?"

Response: ____ Having these rights in mind, do you wish to provide a statement? Response:

13. If subject does not waive Miranda rights, proceed to 14. If subject waives Miranda rights, proceed to 15.
14. You are now ordered to fully and truthfully answer all questions asked of you during this interview. Your failure to do so will, by itself, constitute a separate act of insubordination punishable with discipline up to and including termination from employment. Statements made by you in response to this order cannot be used against you in a criminal proceeding.
15. Before proceeding with this interview, do you have any questions regarding the admonitions that I have read to you?

MY SIGNATURE BELOW INDICATES THAT I WAS READ THIS INTERVIEW ADMONITION AND UNDERSTAND AND ACKNOWLEDGE MY RIGHTS AND DUTIES.

Signature _____ Date _____.

CITY OF REDDING

EMPLOYEE ADMONITION OF RIGHTS
(FIRE UNIT/FIRE MANAGEMENT UNIT)

An investigation is being conducted on:

Date _____ Time _____ Location _____

Present _____

In reference to

Wherein the nature of the investigation focuses on

REDDING FIRE DEPARTMENT
FIREFIGHTER
INTERVIEW ADMONITIONS

1. Today's date is _____ and the time is _____.
2. My name is _____ and my rank is _____. I am employed in such capacity by _____. I am in charge of this investigation [or: Identify other individual who is in charge.] Also present is [state name of any additional Department representatives who are present]
3. I am conducting the interview of [name of subject] who is represented by [name of representative].
4. [If no representative present] Do you wish to have a representative present? (If "yes," allow a reasonable recess in order for the employee to secure a representative. If "no," have subject initial and date the following:

I WAIVE MY RIGHT TO A REPRESENTATIVE: _____

5. I am recording this interview and you also have the right to record this interview.
6. You shall be able to attend to your own physical necessities. Please let me know if you need a short recess.
7. Are you taking any medication which would cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?
8. Have you failed to take any prescription or other medication which would assist you to understand and respond truthfully and fully to the questions that will be asked of you?
9. Are you suffering from any physical or mental condition that will cause you to be unable to understand and respond truthfully and fully to the questions that will be asked of you?
10. The nature of this investigation is: (to the extent know, verbally advise of: (1) date(s) of action(s) under investigation; and (2) brief description of factual allegations of misconduct).

[Note: If criminal charges are possible, proceed with steps 11 through 13. If criminal charges are not possible, proceed directly to step 14.]

11. The nature of this investigation is such that the Department deems that you may be charged with a criminal offense. Therefore, I will now advise you of your Miranda rights. (Mirandize; when in doubt, provide Miranda rights).
12. Miranda Rights: "You have the right to remain silent. Anything you say can and will be used against you in a court of law. You have the right to talk to a lawyer and have him present with you while you are being questioned. If you cannot afford a lawyer, one will be appointed to represent you before any questioning if you wish one. Do you understand each of these rights? Response: ____ Having these rights in mind, do you wish to provide a statement?
Response: ____

13. If subject does not waive Miranda rights, proceed to 14. If subject waives Miranda rights, proceed to 15.
14. Choose to admonish with either a) or b) depending on the circumstance.
 - a) The City has reason to believe that your conduct could possibly lead to criminal charges and therefore the City has obtained and is presenting you with a formal written grant of use immunity in accordance with California Government Code section 3253(e)(1) from the Shasta County District Attorney. Use immunity bars a prosecutor from making direct use of your statements in a subsequent criminal proceeding or from using information or any other evidence that was obtained indirectly or derived from your statements against you. Use immunity is not the same as transactional immunity, which would bar a prosecutor from charging you with the crime that is the subject of your statements. Consequently, a criminal prosecutor could still bring charges against you based on other evidence.

OR

- b) At this time the City has no reason to believe that your conduct could possibly lead to criminal charges. However, during the course of this interview should facts come to light to indicate that your conduct could lead to criminal charges being filed, the City will stop the interview. In accordance with California Government Code section 3253(e)(1) the City will obtain and present you with a formal written grant of use immunity from the Shasta County District Attorney before proceeding any further. Use immunity bars a prosecutor from making direct use of your statements in a subsequent criminal proceeding or from using information or any other evidence that was obtained indirectly or derived from your statements against you. Use immunity is not the same as transactional immunity, which would bar a prosecutor from charging you with the crime that is the subject of your statements. Consequently, a criminal prosecutor could still bring charges against you based on other evidence.
15. You are now ordered to fully and truthfully answer all questions asked of you during this interview. Your failure to do so will, by itself, constitute a separate act of insubordination punishable with discipline up to and including termination from employment.
16. Before proceeding with this interview, do you have any questions regarding the admonitions that I have read to you?

MY SIGNATURE BELOW INDICATES THAT I WAS READ THIS INTERVIEW ADMONITION AND UNDERSTAND AND ACKNOWLEDGE MY RIGHTS AND DUTIES.

Signature _____ Date _____

CITY OF REDDING PROOF OF ANNUAL MEDICAL EXAMINATION “EXHIBIT G”



Proof of Participation in Annual Medical Physical Examination

Patient Name: _____

Date of Examination: _____

I certify that the above patient has participated in an annual medical physical examination.

Physician Name: _____

Physician Signature: _____